



LUXTRUST

Enabling a digital world

SUBSCRIBED SERVICES, ACCESSORIES [SMARTCARDS, LuxTrust MOBILE], CERTIFICATES AND IDKEEP – V4.3

Terms and Conditions

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WHEREAS

(A) LuxTrust makes available to its clients (private individuals and businesses) solutions intended to make their exchanges, online transactions, identity and electronic data safe;

(B) The services that are included under these terms and conditions (hereinafter “Terms and Conditions”) are means of electronic identification, registration, authentication, signing and validation as well as electronic seals that may create legal obligations for their users, implying that the latter must use such services with the same vigilance as they would use when performing such actions in a non-electronic manner;

(C) in order to guarantee the quality and security of the solutions offered by LuxTrust, and in order to prevent fraud or other risks, the User must conscientiously follow the instructions detailed in the Terms and Conditions, and if the User delegates the right to use LuxTrust’s services or devices to a Proxy User, the User shall inform such Proxy User of the Terms and Conditions and ensure that such Proxy User complies therewith;

(D) for certain solutions such as Certificates dealt with in specific regulations, LuxTrust and the User must comply with the technical procedures described in the certificate policies (CPs) and the Certificate Practice Statement (CPS) which are readily accessible on LuxTrust’s internet page (<https://www.luxtrust.com/en/repository>) (the “Procedures”). It is strongly recommended that the User and the Proxy User take note of the Procedures since they are likely to affect the manner in which the Subscribed Services are made available or can be used.

(E) for certain solutions subject to specific regulations such as Certificates, LuxTrust will have to identify the User and/or the Proxy User, either by a face-to-face or an equivalent identification (such as, for example, the Remote Identification).

THE PARTIES HAVE AGREED AS FOLLOWS:

The terms with a capital letter shall have the meaning as defined in article 12.

1. TERMS AND CONDITIONS

1.1 The User, whose name and details are mentioned on the Order Form, has requested services from LuxTrust S.A., L-8308 Capellen, 13-15 Parc d'activités, directly or through a Registration Authority acting as intermediary. The User and LuxTrust are referred to collectively as the Parties and individually as a Party.

1.2 Use and management of the service requested by the User on the Order Form requires the provision and use of a Device and of Access Codes. The Subscribed Service and all its components, jointly and each individually, are governed by these Terms and Conditions.

2. DELIVERY OF THE SUBSCRIBED SERVICE

2.1 The User, or the Registration Authority acting on the User's behalf, must submit any and all requests for service to LuxTrust, using an Order Form accompanied by the necessary supporting documents. LuxTrust reserves the right to refuse any request for service that does not respect its Procedures. For security reasons, the Device and the Access Codes are sent separately, generally within ten (10) Business Days from acceptance of the Order Form by LuxTrust, unless the Device is a User smartphone or tablet or if the Device is supplied and/or issued by the Registration Authority. In the latter case, the Registration Authority provides the user with the Device and Access Codes under equivalent security conditions.

2.2 With the exception of the Short Term Certificate service, the Subscribed Service is provided to the User in an inactive mode and it is the responsibility of the User, or the Proxy User, to activate it within sixty (60) days of the Initialization Date. Failing that, the Subscribed Service may be automatically and irrevocably Blocked for security reasons and a new Order Form must be submitted by the User, if necessary with the return of the Device, all of this at the exclusive expense of the User.

2.3 To the extent that the Subscribed Service implies the use of information relating to the User, or the Proxy User, such person is obliged, upon activation and prior to any use, to verify such information on the page accessible at the URL: <https://www.luxtrust.com/en/my-luxtrust/my-certificate/test-my-certificate> and to inform LuxTrust of any inaccuracies through at least one (1) of the means of communication described in article 11.2. The Subscribed Service will be deemed to be accepted upon the occurrence of the earlier of the following two events: (i) first use of the Subscribed Service, or (ii) on the eight (8th) day after its publication in the LuxTrust CPS Public Repository of Certificates (if applicable), unless the User, or the Proxy User, has notified LuxTrust of any errors discovered within this period of time. The cost associated with Blocking of the Subscribed Service due to incorrect information and making a new Subscribed Service available will be borne by the Party responsible for the inaccurate information. In the case of a Short-Term Certificate, which is used immediately after its creation, the User is required to check this information before the actual use of the Certificate when displaying its content before it is made available by LuxTrust. In the event of inaccurate information, the User will cancel the signature process. The Subscribed Service will be considered accepted when the User confirms the signature request.

3. BLOCKING AND SUSPENSION OF THE SUBSCRIBED SERVICE

3.1 The User or the Proxy User, must immediately Block the Subscribed Service in case of:

- (a) proven Impairment affecting one or more components of the Subscribed Service (e.g. the Device, the Access Codes or a private key); and/or
- (b) modification to the information referred to in article 2.3; and/or
- (c) -revocation of the authorization provided to the Proxy User by the User, such as, but not limited to, breach or termination of contract between the User and the Proxy User.

3.2 The User or the Proxy User, respectively, must immediately Suspend the Subscribed Service in case of suspicion of any Impairment affecting one or more of the components of the Subscribed Service (e.g. the Device, the Access Codes or a private key).

3.3 The User:

(a) is obliged to immediately bring to the attention of LuxTrust, and to oblige every Proxy User to do the same, any circumstance that may require Blocking or Suspension of the Subscribed Service as soon as he (or the Proxy User) becomes aware of it;

(b) is solely liable for the consequences of any Impairment affecting the Subscribed Service, including the Access Codes, if LuxTrust has acted in accordance with the Contract and the Procedures. If the User has delegated the use of the Subscribed Service to a Proxy User, responsibility for the Access Codes is also delegated to such Proxy User;

(c) is solely liable for all damage sustained by himself, the Proxy User, LuxTrust or any third party due to the fact that the Proxy User continues to use the Subscribed Service even though the authorization provided to the Proxy User has been revoked or the agreement between the User and the Proxy User has been cancelled or terminated and regarding which the User or the Proxy User, have not simultaneously Blocked access of the Proxy User to the Subscribed Service.

3.4 Without prejudice to the application of article 3.5 and the Procedures, any request for Blocking or Suspension must:

(a) come from the User or the Proxy User, as applicable;

(b) contain all information required to permit immediate Blocking or Suspension of the Subscribed Service; the User is solely liable for the consequences of any request for Blocking or incomplete Suspension; and

(c) be made by one (1) of the means of communication between the Parties described in article 11.1.

3.5 LuxTrust reserves the right to Block or, at its option, Suspend the Subscribed Service at any time and without prior warning or obligation to indemnify the User in the following cases, and the expenses associated with any eventual Renewal of the Subscribed Service will be borne by:

(a) the User, in case of modification to the information referred to in article 2.3, including in particular death of the User or, where applicable, the Proxy User or in the event of dissolution if the User is a legal person;

(b) the User, if inaccurate information has been supplied at the time of the request for the Subscribed Service;

(c) the User, in case of non-compliance of the User or the Proxy User if applicable, with the provisions of the Contract, and more specifically in case of non-payment of fees due from the User;

(d) the User, in case of Impairment or risk or suspicion of Impairment of one or more components of the Subscribed Service;

(e) the User, in case of use of the Subscribed Service by the User, the Proxy User or any third party for fraudulent or criminal purposes;

(f) the User, if upon instruction by the User;

(g) the Party at fault, if the Contract ceases to produce its legal effects for any reason whatsoever;

(h) LuxTrust, in case of cessation of operations or change of operations by LuxTrust or the compromising of LuxTrust's trusted root;

(i) LuxTrust, in case of the express request of a competent administrative or judicial authority, in application and in compliance with applicable law;

(j) LuxTrust, in case of imminent risk regarding the proper functioning or security of LuxTrust's production environment; if the User or the Proxy User is at the origin of the risk, the User will bear the expense; or

(k) LuxTrust, in case of cessation of operations, insolvency, liquidation or a similar procedure affecting the User.

LuxTrust will inform the User of the measure(s) adopted and the reasons thereof as soon as possible.

3.6 LuxTrust automatically Blocks any Subscribed Service Suspended by the User and not Reactivated by him within thirty (30) days of the Suspension.

4. REACTIVATION

4.1 The Subscribed Service may be Reactivated following any event leading to its Suspension, or following any technical or security operation that LuxTrust deems necessary.

4.2 The Procedures associated with Reactivation of the Subscribed Service are likely to result in the unavailability of the Subscribed Service for a certain period of time. LuxTrust will inform the User thereof but shall not be liable for the direct or indirect consequences resulting from such unavailability.

5. OBLIGATIONS OF THE PARTIES

5.1 LuxTrust is obliged to:

(a) provide the Subscribed Services in accordance with the terms of the Contract and the Procedures;

(b) verify through its intermediary the Registration Authority the consistency of the information contained in the Order Form and the information contained in the documents submitted by the User and the Proxy User, notably the identification document(s); if any difference appears between the different items of information provided, LuxTrust or the Registration Authority will automatically have recourse to the data appearing on the identification document(s);

(c) guarantee the availability of the Subscribed Services within the limits described in the Contract;

(d) ensure access to the Revocation Lists updated for the public and, more specifically, for the User, on a 24 hour/7 day basis, except in case of maintenance or unavailability of the LuxTrust systems; and

(e) put in place an online verification service of the status of the Subscribed Service, available on a 24 hour/7 day basis, except in case of maintenance or unavailability of the LuxTrust systems.

5.2 The User:

(a) is obliged to inform the Proxy User of the Terms and Conditions and is firmly bound to have the latter comply with the Contract;

(b) is obliged, in view of the provision and Renewal of the Subscribed Service, to provide at all times any information or document demanded by LuxTrust;

(c) guarantees the accuracy and regular updating of the information he has provided to LuxTrust and/or to the Registration Authority;

(d) is solely liable, excluding LuxTrust, for the Subscribed Service he or the Proxy User has used, including the content of any message or transactions signed through the Subscribed Service;

(e) has been informed and accepts that the nature of a Subscribed Service does not technically limit its use by the User or by a Proxy User to an application for private or professional use; the User must define and notify, under its sole responsibility, the Proxy User in what context, in what applications and within what administrative, contractual, commercial and financial limits the latter is authorized to use the Subscribed Service; LuxTrust shall not in any case be held liable in case the Subscribed Service is used by the Proxy User for purposes not authorized by the User;

(f) is responsible in relation to LuxTrust and third parties, meaning persons not party to the Contract, for any errors or frauds he or the Proxy User, has committed using the Subscribed Service, as well as of any voluntary or involuntary Impairment of the Device or the Access Codes by the User or the Proxy User;

(g) is obliged to use the Subscribed Service in a manner conforming to the Contract, applicable laws, the Procedures and to any regulations regularly communicated by LuxTrust and/or the Registration Authority;

(h) is obliged to take the necessary technical and organisational security measures in order to prevent any Impairment of the Subscribed Service;

(i) is solely responsible for implementing, maintaining and developing a technical infrastructure (including hardware and software solutions) in order to permit use of the Subscribed Service in accordance with the Contract; and

(j) when a Subscribed Service has been Blocked due to a defective Device or to the termination of the Contract, the User, or if applicable the Proxy User is obliged to :

- (i) to render the Smartcard or chip unreadable or unusable by cutting it; and
- (ii) to return the Device (excluding User smart devices) to LuxTrust (rendered unusable in accordance with the above relating to a Smartcard).

5.3 Certificate Derivation

For LuxTrust, Certificate Derivation consists of generating, during a signing session, a certificate derived from the main Certificate of the User or Proxy User, enabling several successive documents to be signed in accordance with the Procedures, the CP/CPS and the ETSI EN 319 411-1 norms.

5.3.1 Acceptance of derivation:

Before each derivation, the User or Proxy User must express explicit acceptance, in accordance with the requirements in place, by a voluntary act materialised by clicking on "Accept and Continue" accompanied by the acceptance text displayed, which can be refused via "Refuse and Exit".

The User is required to use the derivation in accordance with the GTC, Procedures and CP/CPS, to check the information displayed before each session, to inform any Proxy User and to ensure a secure technical environment.

5.3.2 Recording and conservation of evidence:

LuxTrust systematically logs the timestamp, the identifier of the original Certificate used by the User or Proxy User, the version of the GTC, the text displayed and the identifier of the derived certificate, and keeps this evidence for a period of 10 years in accordance with our data retention policy.

The derivation is used under the exclusive responsibility of the User or Proxy User in accordance with Article 5.2 above, any fraudulent or non-compliant use engaging their responsibility towards LuxTrust and third parties.

6. PERSONAL DATA

6.1 The User and the Proxy User are informed that LuxTrust processes their Personal Data in strict compliance with all applicable laws and regulations, industry standards and other applicable requirements that relate in any way to the privacy, data protection, confidentiality or security of Personal Data and apply to the delivery of the Subscribed Services, including European Union directives and regulations governing the protection of Personal Data, and notably the Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as may be replaced, amended or re-enacted (hereinafter “GDPR”).

6.2 The Personal Data is processed in accordance with LuxTrust's privacy policy, which can be consulted at any time at <https://www.luxtrust.com/en/privacy-policy>. This privacy policy should be read together with the General Terms and Conditions, as it describes the manner in which LuxTrust collects, uses and protects Personal Data relating to Users or the Proxy Users in the context of the Contract or in relation with the Subscribed Services.

7. FEES

The Fees applicable to the Subscribed Service may be consulted at any time at <https://www.luxtrust.com/en/individuals/order-my-product> or <https://www.luxtrust.com/en/professionals/order-professional-product>. LuxTrust may modify the Fees at any time, in accordance with the provisions of article 10.

8. IDKEEP PLATFORM

8.1 LuxTrust has designed the IDKEEP platform in order to allow End Users to keep control over their data and over sharing such data with online third-party Service Providers, helping the latter to effectively manage Consent and validate End Users' data, enabling trusted transactions online while the Platform also allows the creation of a secure data marketplace between Service Providers and End Users

8.2 The contractual terms applicable to the IDKEEP platform are set out in Annex 2 PROVISIONS SPECIFIC TO IDKEEP PLATFORM.

8.3 The IDKEEP platform is available via LuxTrust Mobile.

9. DURATION OF THE CONTRACT AND TERMINATION

9.1 Duration of the Contract

The Contract takes effect on the date indicated on the Order Form and is concluded for a period of three (3) years from the Date of Initialization. At the end of this period, the Subscribed Service can be Renewed by the User or the Proxy User or by the Registration Authority upon documented authorization from the User or the Proxy User. They will be invited to do so by LuxTrust through one of the means of communication referred to in article 11.2 or by the Registration Authority (e.g. via an internet or e-

banking site) at least one (1) month in advance. In order to avoid any interruption of the Subscribed Service, the Renewal must be made within the dates indicated in that invitation. When Renewing, the pre-existing Subscribed Service shall be immediately terminated, without refund or compensation upon the effectiveness of the new Subscribed Service. The Contract is then extended for a period of three (3) years starting from such Renewal. LuxTrust also reserves the right to carry out a Renewal in exceptional cases for technical or security reasons. In case of an Upgrade of the Certificate of the Subscribed Service, pursuant to the modification process of a Subscribed Service, as provided for under article 10, the Contract is extended for a period of three (3) years starting from the Upgrade of the Certificate.

9.2 Termination by LuxTrust

LuxTrust is legally entitled to terminate the Contract for justified reasons, including but not limited to regulatory changes, decisions supracontractual and from regulator, security concerns, technical constraints, or the discontinuation of the Subscribed Service, at any time and without recourse to the courts with one (1) month's prior written notice, sent by registered mail with acknowledgement of receipt. Such termination shall not give rise to any right to compensation for the User other than the refund of Fees paid in advance on a pro rata temporis basis.

9.3 Wrongful non-performance

In case of non-compliance by either of the Parties with any of the provisions of the Contract which the Party at fault has failed to remedy within ten (10) Business Days from dispatch by the other Party of a warning by one of the means of communication referred to in article 11.2, the latter may terminate the Contract with immediate effect, legally and without recourse to the courts, at the end of that period of time. In this case, the termination by LuxTrust does not confer any right of compensation or reimbursement to the User.

9.4 Automatic termination

If not Renewed, the Contract is automatically terminated with immediate effect, legally and without recourse to the courts and without any prior warning one (1) month from the Blocking or expiry of the last Subscribed Service.

9.5 Consequences of termination of the Contract

As of the day when termination of the Contract takes effect, LuxTrust will proceed with immediate effect to Block all of the Subscribed Services still valid and provided in the framework of the Contract.

10. LIABILITY OF LUXTRUST

10.1 LuxTrust shall have no liability whatsoever for the proper functioning, availability, or security of the Subscribed Services in cases where the provision of such Services depends on third parties, including but not limited to Registration Authorities, identification service providers or equivalent entities, or any other subcontractors engaged to provide services in relationship with these Terms and Conditions. Any replacement of a defective Device (excluding User smart devices) or Subscribed Service shall be at LuxTrust's sole discretion and subject to available stock. Such replacement shall not apply where the defect is caused, directly or indirectly, by the User, the Proxy User, the Recipient, or any third party. In case of defective Devices, replacement is subject to return of the defective Device by the User or the Proxy User at the expense and risk of the User, specifically if the measures in order to render the Device illegible or unusable have not been taken in accordance with article 5.2(j)(i). LuxTrust shall not be responsible for any delay or failure in processing a replacement request due to third-party service providers.

10.2 The liability of LuxTrust is expressly excluded for any direct and indirect consequences of any of the following:

(a) the acts and measures taken by LuxTrust in compliance with the terms of the Contract and the applicable Procedures and/or any instructions or requirements imposed by a competent authority, Registration Authority, or any third-party provider required to facilitate the Subscribed Services (for example with respect to Blocking or Suspension of Subscribed Services), as well as the exercise by LuxTrust of its rights and prerogatives under the Contract;

(b) lack of compatibility or interoperability between the Subscribed Service, including the Device and the equipment, applications, Procedures or infrastructures of the User, Proxy User or the Recipient or of any third party not party to the Contract;

(c) any non-functioning, malfunctioning or interruption of the Subscribed Service due to issues beyond LuxTrust's control, including third-party service failures, disruptions in external identification processes, any deterioration, alteration or destruction of the Device(s) or media via which the Subscribed Service is provided, in particular but not limited to the case of exposure to magnetic fields;

(d) any unavailability, delay or failure of the Subscribed Services subsequent to any Suspension, Blocking or Renewal permitted with regard to the Contract (in particular actions, measures or decisions taken by third parties upon whom LuxTrust relies);

(e) any security failure caused or facilitated by the User, the Proxy User, the Recipient or any third party not a party to the Contract and, more generally, any security failure not directly attributable to LuxTrust;

(f) unauthorized disclosure of Access Codes such as PIN or Signing Server password by the User, the Proxy User, the Recipient or any third party and non-compliance with recommendations related to the required passwords length;

(g) any fraudulent, negligent or wrongful act or omission committed by the User, the Proxy User, the Recipient or any third party;

(h) any unavailability or any malfunctioning of electronic communications systems or networks or infrastructure (including internet access, mobile networks and cloud-based services) beyond LuxTrust reasonable control;

(i) any unavailability of the Subscribed Services associated with routine maintenance, emergency repair, updates, patches, system upgrades of the LuxTrust systems, regulatory compliance measures implemented by LuxTrust or any third-party provider or, in case of an abrupt breakdown or imminent risk to the security of the LuxTrust systems;

(j) the User's inability to decrypt or recover any encrypted data due to loss, compromise or non-availability of private keys or authentication credentials;

(k) any incorrect, outdated, incomplete, or misleading information provided by the User, Proxy User, or the Recipient, including but not limited to registration details, identity verification, or contact information; and

(l) any use of the Subscribed Services by an unauthorized third party due to loss, fraud, theft, hacking, phishing, or any other form of unauthorized access to User data or devices;

10.3 In all cases where LuxTrust's liability is not excluded as per article 9.2, and except in cases of gross negligence or willful misconduct, the liability of LuxTrust and the Registration Authorities is:

(a) strictly limited, both on a contractual or non-contractual basis, in principal to an amount of ten thousand euros (EUR 10,000) per year per Smartcard, and two thousand five hundred euros (EUR 2,500) per year per Signing Server Certificate, for any direct damage proved; and

(b) expressly excluded for any indirect or consequential damage, including but not limited to loss of profit, revenue, goodwill, data, business opportunities, or third-party claims, even if LuxTrust has been advised of the possibility of such damages

10.4 In the event that the Proxy User, the Recipient or any third party should sustain any damages under any of the circumstances referred to in article 9.2 and then initiates legal action for liability against LuxTrust, the User shall fully reimburse, indemnify LuxTrust and hold it harmless against all consequences of such lawsuits, including but not limited to reimbursing LuxTrust for

any damages and interest eventually adjudged against LuxTrust in connection with any transaction as well as any court and attorney's fees entailed by any such legal action or settlement.

10.5 In connection with the provision of the Subscribed Service, LuxTrust reserves the right to use the services of third parties and to those of the Registration Authority/ies acting as its proxy. The User acknowledges and accepts that the amounts provided for in article 9.3 constitute the entirety of LuxTrust's liability and that of its partners (including the Registration Authority/ies) towards User in respect of the objective of the Contract and waives in advance any exercise of recourse for liability against LuxTrust's partners.

10.6 The User expressly acknowledges and agrees that LuxTrust may engage subcontractors, third-party providers, and Registration Authorities in the performance of the Subscribed Services. LuxTrust shall not be responsible for any acts, omissions, errors, or failures attributable to such third parties. The limitations of liability set forth in Article 9.3 shall apply to LuxTrust, its affiliates, partners, subcontractors, and any third-party service providers involved in the performance of the Contract.

10.7 For any claim arising from or related to a third-party service provider or subcontractor (including but not limited to Registration Authorities and identification service providers), LuxTrust disclaims all liability. The User expressly acknowledges and agrees that any such claims must be directed solely against the respective third parties, without recourse against LuxTrust. The User further waives any and all rights to bring claims against LuxTrust in relation to the acts, omissions, or failures of such third parties.

10.8 The article 10 ("LIABILITY OF LUXTRUST") shall survive the termination of these Terms and Conditions and the termination of the Contract.

11. MODIFICATION OF THE CONTRACT, SUBSCRIBED SERVICES AND THE TERMS AND CONDITIONS

11.1 The Contract or the Subscribed Service may be modified at any time:

(a) through the joint agreement of the two Parties, by means of a written addendum in case of the modification of the Contract; or

(b) unilaterally by LuxTrust according to the following procedure:

- (i) LuxTrust notifies the User, through at least one (1) of the means of communication provided for in article 11.2 or by any other means of communication determined by LuxTrust of the planned change;
- (ii) The User has a period of two (2) months from the notification cited in item (i) to, in case of modification of the Contract, to terminate the Contract by informing LuxTrust by registered letter with acknowledgement of receipt and to obtain reimbursement of the Fees paid in advance on a pro rata temporis basis, or in case of a modification of the Subscribed Service, either terminate the Contract under the same conditions, or, if such option is proposed, refuse the modification, in which case the Subscribed Service will not be modified.
- (iii) In the absence of termination by the User, or in the absence of a refusal of the modifications of the Subscribed Service, the modifications will enter into force two (2) months after the notification cited in item (i) and the User will be deemed to have agreed to said modifications.

11.2 The two-month period foreseen in case of a unilateral modification of the Contract or the Subscribed Service may be reduced under the condition that: (i) such reduction is necessary in order to comply with legal or regulatory requirements, and (ii) the reduced period will be communicated to the User.

11.3 LuxTrust reserves the right to amend these Terms and Conditions at any time, which Users acknowledge and accept. The latest version shall always be available at [Repository | LuxTrust S.A.](#) By continuing to use the Subscribed Services after the

effective date of an updated version, the User agrees to be bound by the revised Terms and Conditions. If the User does not agree with the updated Terms and Conditions, the User must discontinue using the Services immediately.

12. GENERAL PROVISIONS

12.1 Means of communication regarding Blocking, Suspending or Reactivating the Subscribed Service

Any request for Blocking, Suspension or Reactivation of the Subscribed Service must be made exclusively through one of the means below:

(a) either online, by following the Procedure indicated on the LuxTrust page:

<https://www.luxtrust.com/en/my-luxtrust/my-certificate/revoke>;

(b) or by telephone by contacting the Helpdesk (at +352 24 550 550) and using the “identification questions” defined during registration;

(c) or at the public office of any Registration Authority; the list of public offices is available on the LuxTrust website (<http://www.luxtrust.com>)

(d) or, exclusively for professional Users, by sending a request (e.g. an e-mail), electronically signed by the certificate holder.

Article 12.1 does not apply to Short-Term Certificates.

12.2 Communication between Parties

For all communications not related to the Blocking, Suspension or Reactivation of a Subscribed Service and except regarding the cases in which the Contract determines otherwise, any communication between the Parties in connection with the Contract will be valid if it has been done by any one of the following means:

(a) by postal letter sent to the following address, deemed to have been received three (3) Business Days after the date of dispatch:

(i) For LuxTrust: L-8308 Capellen, 13-15 Parc d'activités, Grand-Duché de Luxembourg;

(ii) For the User: see Order Form;

b) by e-mail, , sent to the following address and deemed to have been received four (4) Business Hours after its dispatch:

(i) For LuxTrust: info@luxtrust.lu;

(ii) For the User: see Order Form; and

(c) by fax, to the following number and deemed to have been received four (4) Business Hours after its dispatch: for LuxTrust: +352 26 68 15-789;

(d) by SMS sent by LuxTrust to the User or the Proxy User.

12.3 Integrity and confidentiality of electronic communications

By default, e-mails or other types of electronic communications sent via the Internet are not secure. LuxTrust cannot guarantee the integrity and origin of electronic communications, unless they have been duly signed digitally. The confidentiality of e-mails can only be guaranteed if they are encrypted correctly by means of an Electronic Certificate. It is recommended to ensure that e-mails are analysed by software that detects computer viruses.

12.4 Intellectual Property

Nothing in these Terms and Conditions shall be deemed as transferring any intellectual property right of LuxTrust to any User, Proxy User or other person.

13. DEFINITIONS

Access Codes

Strictly confidential and personal information of the User or Proxy User allowing for the use of the Subscribed Service together with the Device. The User is responsible for the retention of Access Codes by him or by the Proxy User as applicable in conditions suitable to prevent their Impairment. The User and the Proxy User may change certain identifiable information such as the Signing Server PIN or password and are encouraged to do so regularly. Each Proxy User is responsible, at the responsibility of the User, to strictly maintain the confidentiality of his identifiable information, including with respect to the User and any other Proxy Users.

Signing Servers passwords must have between 6 and 10 characters including lower case letters, upper case letters and numbers. Users and proxy users should respect robustness criteria for defining/changing Signing Servers passwords.

Block (or Block/Blocking)

Procedure initiated by the User, the Proxy User or LuxTrust according to which the validity of the Subscribed Service is terminated immediately, irrevocably and definitively ("Blocked"). The Blocking of the Subscribed Service, which includes a Certificate, entails the automatic registration of the Blocked Certificate in the Revocation List.

Business Day

Monday, Tuesday, Wednesday, Thursday, and Friday except public holidays of the Grand Duchy of Luxembourg.

Business Hour

An hour of a Business Day falling between 8:00 a.m. and 5:00 p.m (Luxembourg time).

Certificate for authentication and signature

An electronic file containing the identification elements of the User or the Proxy User, as applicable, more specifically his public key, and electronically signed by LuxTrust.

Certificate for Electronic Seal

An electronic file containing the identification elements of the User (when the User is a company or legal entity), in particular his public key, signed electronically by LuxTrust.

Certificate

Refers to either a Certificate for authentication and signature and/or a Certificate for Electronic Seal.

Certificate Derivation

Procedure whereby LuxTrust generates, for a specific signing session, a derived certificate linked to the main Certificate of the User or Proxy User, enabling the successive signing of several documents. Derivation requires the explicit acceptance of the User or Proxy User.

Contract

All the contractual documents related to the delivery of the Subscribed Services having been agreed between the Parties and which are applicable in descending hierarchical order of (i) the Order Form, (ii) the Terms and Conditions and (iii) any annexes to the Terms and Conditions in force at any time.

CP (Certificate Policy)

Certification policy followed by LuxTrust. The CP, which may be unilaterally modified by LuxTrust from time to time, which may be consulted at any time on the LuxTrust webpage: <https://www.luxtrust.com/en/repository>.

CPS (LuxTrust Certification Practice Statement Summary)

Detailed Procedures applicable to providing the Services and/or Certificates by LuxTrust. The CPS may be modified by LuxTrust from time to time and should be consulted at any given time by the User and the Proxy User (<https://www.luxtrust.com/en/repository>).

Device

SmartCard, LuxTrust Mobile or any other means (hardware or software) allowing LuxTrust to provide the Subscribed Services, including the supplemental services such as a Certificate. The Device remains the property of LuxTrust except if a User's smart device (smartphone or tablet) is used.

eIDAS

Regulation (EU) No 910/2014 on electronic identification as amended.

Electronic Seal

Data in electronic form that is connected or logically associated with other data in electronic form to ensure the origin and integrity of the data.

Electronic Signature

Data in electronic form that is connected or logically associated with other data in electronic form and that the signatory uses to sign.

Fees

Amounts owed by the User in consideration of the provision of the Subscribed Services by LuxTrust.

Impairment (or Impairing)

Disclosure or suspicion of disclosure or loss of Devices and/or Access Codes and/or of a private key leading to possible loss of confidentiality and/or integrity of the elements concerned.

Initialization Date

Depending on the Subscribed Service, the start date of the Subscribed Service notified by sending the Device or the Access Codes.

LuxTrust Mobile

Software Device that runs on a smart device, such as a smartphone or tablet.

Order Form

Document issued by the Registration Authority and submitted to LuxTrust or issued by Luxtrust, specifying the name and details of the User who has requested services from LuxTrust.

Personal Data

Any information relating to an identified or identifiable natural person as defined in the applicable law (see Article 6.1 or LuxTrust's privacy policy – <https://www.luxtrust.com/en/privacy-policy>).

Procedures

The technical procedures defined in item (D) of the preamble on page 1.

Proxy User

A natural person authorized by and under the responsibility of the User to use a Subscribed Service (including the Electronic Seal) issued for the User's account (the User generally being the employer of the Proxy User). The User must formally authorize LuxTrust to provide a Subscribed Service to the Proxy User and inform the latter of all the obligations incumbent upon him on the basis of the Contract.

The Subscribed Service attributed to a Proxy User remains valid and is Renewed or automatically reactivated up to its Blocking by the User or the Proxy User.

The Proxy User is the only person authorized to know the Access Codes linked to the Device provided in order to use the Subscribed Service. The Proxy User shall always act on behalf of and under the exclusive liability of the User. The term Proxy User in the Terms and Conditions is the equivalent of the term "subject" in the technical specification ETSI EN 319 411-1, last applicable version.

Proxy User for Electronic Seal

A physical person authorized by and under the responsibility of the User to use a Subscribed Service issued on behalf of the User (which is generally the Employer of the Proxy User). The User must inform the Proxy User of all his obligations under the Contract and define a policy for the use of the Certificate for Electronic Seal as defined in Article 5.2 (e) as well as measures to avoid any Impairment as described in Article 5.2 (h).

The Subscribed Service assigned to a User remains valid and is Renewed or Reactivated until it is Blocked by the User.

The Proxy User always acts for the account and under the exclusive responsibility of the User.

Reactivation (or Reactivating/Reactivated)

Means the procedure according to which the User, the Proxy User, or LuxTrust proceeds to reactivate a Subscribed Service or a Certificate that has been subject to Suspension.

Recipient

Third-party recipient of any document signed by the User or the Proxy User by means of the Certificate or by a transaction validated by means of the Certificate.

Registration Authority

Entity designated by LuxTrust to act as registration authority and perform the processes associated with the User's registration, as well as certain actions specified in the Contract.

Remote Identification

Means the online identification of a User, without his physical presence. It is an alternative, among others, to the physical face-to-face identification of Users. The legal value of Remote Identification can be equivalent to face-to-face physical identification, depending on the solution used to perform this Remote Identification.

Renewal

The procedure according to which the User or Proxy User, respectively, can renew his Subscribed Service before its validity date expires. In case of Subscribed Services using Certificates, the Renewal operation allows for the performance of a "re-key" of the Certificate, or to receive another Certificate whose initial generation data remains the same but with different keys.

Revocation List(s)

Lists of Blocked (and thus unusable) Certificates periodically issued by LuxTrust and accessible on its internet page (“Certificate Revocation List”) (<https://www.luxtrust.com/en/repository>).

Short-Term Certificate

Remote Certificate issued for a short period of validity and for a single use. This Certificate can only be used for a single signature process (e.g., to digitally sign a set of documents/contracts). Thanks to its short validity period, this type of Certificate does not need to be revoked or suspended.

SmartCard

Device consisting of a chip card (or similar medium) containing two (2) private keys as well as the two (2) associated Certificates: one (1) key for Electronic Signatures and one (1) key for other operations such as authentications.

Subscribed Service

A combination of services, Devices, Access Codes and, where applicable, optional services (such as the Certificate) referred to in the Order Form and which are dealt with in the Contract. In the Terms and Conditions, the Subscribed Service designates both the combination of elements composing it as well as each element individually.

Suspension (or Suspend/Suspending)

A procedure initiated by the User, the Proxy User or by LuxTrust according to which the validity of the Subscribed Service is suspended, thus preventing any use of the Subscribed Service until Reactivation by LuxTrust or by the User or Proxy User, respectively, according to the detailed information provided for in the Contract and in the Procedures.

Upgrade

The Upgrade of a Certificate refers to a Certificate being upgraded to a “qualified” level as defined under eIDAS. The level of the existing Certificate for the Subscribed Service is described on the Order Form or on LuxTrust’s website.

User

See article 1.1. The term User in the Terms and Conditions is the equivalent of the term “subscriber” in the technical specification ETSI EN 319 411-1, last applicable version.

14. COMPLAINTS, DISPUTES, LANGUAGE AND APPLICABLE LAW

14.1 Any complaint concerning the Subscribed Services may be addressed to LuxTrust at the contact details mentioned in article 12.2.

14.2 The Contract shall be governed by the laws of Luxembourg.

14.3 In the event of any discrepancies or inconsistencies among the various language versions of the Terms and Conditions, the French version will supersede and prevail.

14.4 The Parties undertake to submit any dispute relating to the Contract exclusively to the courts of the judicial district of Luxembourg. In the event that the User has his registered office or his domicile outside Luxembourg, LuxTrust may, however, act before the territorial jurisdiction of the registered office or domicile of the User. If the User is a consumer resident outside of Luxembourg, this clause shall not preclude him from being able to apply to the courts of his country of residence or to invoke the provisions of the national law of his place of residence.

Annexes

ANNEX 1 - PROVISIONS SPECIFIC TO THE CERTIFICATE

1. GENERAL PROVISIONS

Certain Subscribed Services may include, depending on the case, one or more Certificates, which then constitute an integral part of the Subscribed Service. The specific provisions of the present annex apply whenever the Subscribed Service includes a Certificate, without prejudice to the specific provisions of the Certificate indicated elsewhere in the Terms and Conditions.

In accordance with eIDAS, as well as with ETSI standards to which the Subscribed Services are subject when the latter include Certificates, LuxTrust publishes the technical Procedures contained in the CP and CPS and which are freely accessible on LuxTrust's internet site (<https://www.luxtrust.com/en/repository>).

While these documents are essential in the description and governance of certification policies as well as in the description of practices of LuxTrust (the certification authority), Users of the LuxTrust infrastructure may encounter difficulties related to the complexity of the associated concepts.

Without prejudice to the Procedures and in order to allow the Users and/or Proxy Users to understand and be able to make informed decisions, LuxTrust has published the Infrastructure Practices Declaration at the following link: <https://www.luxtrust.com/en/repository> (under the PKI Disclosure statements section).

2. CERTIFICATION

LuxTrust's qualified services are registered in the trusted list: <https://portail-qualite.public.lu/fr/confiance-numerique/prestataires-services-confiance/liste-confiance.html> and certified on the basis of eIDAS. The conformity assessment body shall be accredited according to the requirements of the national supervisory body and applicable standards.

ANNEX 2 - PROVISIONS SPECIFIC TO IDKEEP PLATFORM

DEFINITIONS

Attributes: any (set of) document or (personal) data provided by an End User (e.g. contact details) on a Specific Service.

Consent: any consent compliant with art. 4 (11) and art. 7 of the GDPR for personal data and art. 9 (2) (a) of the GDPR for any special category of personal data.

Controller: a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data within the meaning of the GDPR. **End User:** any natural person enrolled on the Platform (using a Personal ID) able to provide the Attributes to the Service Provider through previously enrolled Specific Service.

Enrolment: procedure consisting for a User in (i) authenticating with a LuxTrust device and in (ii) accepting these General Terms and Conditions of Use and acknowledging the IDKeep Privacy Policy before being able to act as a Service Provider or as an End User.

GDPR: the Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as may be amended or supplemented from time to time, and repealing Directive 95/46/EC (General Data Protection Regulation).

IDKeep Privacy Policy: the privacy policy issued by LuxTrust and applicable to the Platform available

Personal Data Service: the default service for each Personal ID in the Platform.

Personal ID: a natural person account inside the IDKeep Platform.

Platform: LuxTrust's IDKeep online platform, available either on the following website or via the mobile application

Post-Processing Period: period of time following the end of the Processing Period and before the service instance is terminated and moved to a suspended state where the End Users' data cannot be accessed on an ongoing basis anymore. During this period of time, Service Provider will still have access to the End Users' data requested during the Processing Period but the Service Provider will not be able to see any further updates (if any) on End Users' data on the Platform.

Privacy Notice: the privacy notice issued by a Service Provider applicable for a Specific Service.

Processing Period: period of time, for which the Service Provider has an ongoing access to the End Users' data stored on the Platform.

Processor: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller within the meaning of the GDPR.

Service Provider: any legal person using the Platform in order to create a Specific Service in a business-to-business and/or a business-to-consumer context in order to receive Attributes from an End User.

Specific Rules: any set of rules that apply to a related Attribute requested by a Service Provider on a Specific Service.

Specific Service: any page created by a Service provider on the Platform in order to collect Attributes from End Users.

Users: collectively all individuals authenticating and enrolling into the Platform, i.e., End Users and Service Providers using the Platform.

SECTION 1: GENERAL PART

This section is applicable to all Users of the Platform.

ARTICLE 1: OBJECT

- 1.1 These Terms of Use are directly issued by LuxTrust SA, L-8308 Capellen, 13-15 Parc d'activités, registered within the Registre de Commerce et des Sociétés in Luxembourg under the number B112233 (hereinafter "**LUXTRUST**") and have the purpose of defining on the one hand, the Services made available by LUXTRUST's Platform and, on the other hand, to establish the conditions of use of those Services.
- 1.2 The Services proposed in the Platform are intended solely for Users acting for commercial purposes in a business-to-business and a business-to-consumer context. In order to use the Platform as an End User or as a Service provider, Users must have a Personal ID (for natural persons) and therefore already be clients of LUXTRUST and must have accepted the General Terms and Conditions and Dispute Resolution Procedure available on LUXTRUST's internet homepage (<https://repository.luxtrust.com>) and LUXTRUST's Privacy Policy related to the General Terms and Conditions also available on LUXTRUST's homepage (<https://privacy-policy.luxtrust.com>).
- 1.3 The Platform may be utilised by any User willing to use LUXTRUST's Services for business-to-business and/or business-to-consumer transactions.
- 1.4 The Users and LUXTRUST are referred to collectively as the **Parties** and individually as a **Party**.

ARTICLE 2: ACCEPTANCE

- 2.1. Access to the Platform is subject to the unconditional acceptance of these Terms of Use by the Users as an essential and prior condition.
- 2.2. By first accessing the Platform, the Users will be asked, before being able to use the Platform as an End User or as a Service Provider, to accept and agree to be bound and to abide by these Terms of Use. If the Users do not agree, they will not be given access to the Platform. For any subsequent use of the Platform, should the Users having accepted the Terms of Use no longer agree with the Terms of Use, they must refrain from using the Platform, comply with article 12.2 hereafter and exit immediately the Platform.

ARTICLE 3: SERVICES OFFERED ON THE PLATFORM

- 3.1. For the provision of the Services, including the access to the Platform, LUXTRUST acts as an intermediary and a facilitator between the Users. LUXTRUST's hosts, maintains and manages the Platform.
- 3.2. The Platform allows Service Providers to collect and process Attributes from End Users. Service Providers only acting as administrators are not allowed to send Attributes to third parties. Service Providers can send the request to the End Users asking for an access to their Attributes.
- 3.3. The Platform is available in Software as a Service mode accessible through the LUXTRUST's website or via the mobile application. The data processed on the Platform are hosted in a server located in the Grand Duchy of Luxembourg. When accessing the Platform and using the Services, LUXTRUST hereby grants to Users, for the use of the Services only, a limited, non-exclusive, non-transferable, non-sub-licensable, license to access the Platform.

ARTICLE 4: ACCESS AND USE OF THE PLATFORM

- 4.1. First log to the Platform by a User is made through the LUXTRUST website or via the mobile application. In order to log in to the Platform, the Users must authenticate using a LUXTRUST device.
- 4.2. The User authenticates himself/herself/itself by using one of the LUXTRUST devices: Token, Smartcard, Signing Stick, Mobile app, LUXTRUST Scan or other if applicable.
- 4.3. Users are then requested to accept the Terms of Use and confirm that they have read and understood the IDKeep Privacy Policy of LUXTRUST
- 4.4. Users must follow the Enrolment before being able to use the Platform.
- 4.5. Users' profile information will be available on the Platform on their personal ID page and can be completed or adapted by them at any time.
- 4.6. Once the Enrolment is complete, Users will be able to use the Platform as a Service Provider (additional specific terms applicable to Service Providers are more detailed under Section 2 of the Terms of Use) or as an End User (additional specific terms applicable to End Users are more detailed under Section 3 of the Terms of Use).

ARTICLE 5: RESTRICTIONS ON USE AND OBLIGATIONS OF ALL USERS

- 5.1. Users shall not : (i) use the Platform in violation of any applicable laws or regulations or of these Terms of Use; (ii) decompile or reverse engineer the Platform or otherwise attempt to obtain the source code for the Platform; (iii) make derivative works incorporating any of the elements of the source code; (iv) allow any persons other than the intended users of the Platform to use the Platform; (v) use the name or proprietary logo(s) of LUXTRUST without LUXTRUST's prior written consent; (vi) upload malicious files on the Platform; nor (vii) use the Platform in a manner that interferes with the use of Platform by LUXTRUST or other users.
- 5.2. Users agree and undertake (i) to only use the Platform responsibly and in accordance with these Terms of Use and with applicable laws and regulations and the rights of others; (ii) that the upload and sharing of Attributes is done under their full responsibility, meaning that LUXTRUST only provides a secure mean of transfer of information between End Users and Service Providers; (iii) to only upload Attributes on the Platform that they are legally allowed to upload and which use does not infringe any third party's rights; and (iv) to notify LUXTRUST immediately in case they detect or have suspicion of any breach or security risk on the Platform or of any element that could potentially or is impairing the functioning or integrity of the Platform.

ARTICLE 6: BLOCKING AND SUSPENSION OF THE SERVICES

- 6.1. LUXTRUST reserves the right to block or, at its option, suspend the Services at any time and without prior warning or obligation to indemnify the Users in the following cases:
 - if inaccurate information has been supplied at the time of the Enrolment for the Services or opening of a Specific Service;
 - in case of non-compliance of the User with the provisions of the Terms of Use;
 - in case of impairment or risk or suspicion of impairment of one or more components of the Services;
 - in case the use of the Services by the Users appears to be for fraudulent or criminal purposes;
 - in case of cessation of operations or change of operations by LUXTRUST;

- in case of the express request of a competent administrative or judicial authority, in application and in compliance with applicable law;
- in case of imminent risk regarding the proper functioning or security of LUXTRUST's production environment.

LUXTRUST will inform the User of the measure(s) adopted as soon as possible, unless it is prohibited by the law or a competent authority to do so.

6.2. In case of urgent security matters, LUXTRUST can also unilaterally decide, without notice and without any direct or indirect liability for LUXTRUST, to:

- modify the Services or the infrastructure of the Platform; and/or,
- limit access to or usage of the Services or the Platform for all or some Users.

ARTICLE 7: FEES

7.1 The use of the Services is free for the End Users.

7.2 The fees applicable to the use of the Services for Service providers acting as administrators or operators may be consulted at any time on the following website: www.luxtrust.com.

7.3 LUXTRUST may stop the provision of the Services and modify the fees at any time, in accordance with article 12 ("AMENDMENTS TO THE TERMS OF USE") of these Terms of Use.

ARTICLE 8: LIMITATION OF LIABILITY AND INDEMNITY

8.1. LUXTRUST:

- a) does not make any representations as to LUXTRUST Services' fitness or merchantability for a particular purpose other than stipulated under point b. below and in compliance with any legal requirements applying to the Services;
- b) undertakes to provide LUXTRUST Services in accordance with any applicable specifications, procedures and industry standards, whilst ensuring the highest reasonable level of security;
- c) except as set out under article 6 above, notifies the User immediately in writing if it is unable, or expects to be unable, to fulfil any of its obligations pursuant to the Terms of Use;
- d) warrants that it holds all the necessary legal and statutory authorisations to provide the Services in the Grand Duchy of Luxembourg;
- e) undertakes to take all necessary precautions to protect the security of the infrastructure and/or any data, including the Attributes, in accordance with state of the art security and notably to implement all commercially reasonable measures to protect the data stored on the Platform against any accidental or unlawful destruction, accidental loss, corruption, dissemination, introduction of malware, or unauthorised access, in particular when the processing of the data involves data transmissions over a network, as well as against any other form of unlawful processing or communication to unauthorised persons;
- f) undertakes to take all appropriate, state-of-the-art security measures with regard to the Platform access control; and
- g) does not check the content of Attributes unless LUXTRUST is operating as a third-party importer pursuant to article 9.1 hereunder; and
- h) does not ensure or monitor compliance of the Service Provider with applicable laws or regulations.

8.2. The liability of LUXTRUST in the context of the Services and the provision and use of the Platform and generally under the Terms of Use:

A. is excluded:

- a) where LUXTRUST Services fail to meet Users' expectations that have not been clearly stated to LUXTRUST and accepted by LUXTRUST;
- b) for security breaches, unauthorized access to, alteration or destruction of the Attributes that are not caused directly by LUXTRUST's fault;
- c) for the consequences of an inability of the Users to use the Platform and the Services due to their own IT infrastructure, including Internet connection;
- d) for the consequences of the Services' complying, or changes in the Services necessary to comply, with any applicable standards and Luxembourg legal or regulatory requirements; or
- e) in case of a force majeure event affecting LUXTRUST or for the consequences of measures taken by LUXTRUST in response to an urgent security matter pursuant to article 6; for the purposes of the Terms of Use, force majeure events shall include any event due to causes beyond LUXTRUST's reasonable control, including to acts of God, war, strikes or labor disputes, embargoes, government orders, power outages, service interruptions due to unforeseen and uncontrollable events affecting LUXTRUST contractors or other providers of LUXTRUST Infrastructure, lock-down measures, pandemics, acts of terrorism or serious threats of terrorist attacks, sabotage, fires, explosions, plagues, or natural disasters such as storms, cyclones, hurricanes, earthquakes, landslides, floods, droughts etc., or any event of a similar nature;
- f) for the consequences of any defects, deficiencies, weaknesses or inaccuracies in any information, products or services which fall outside the scope of the Terms of Use, including any information, products or services provided by any third party, except LUXTRUST's subcontractors;
- g) for any unavailability of the Platform, associated with routine maintenance of the LUXTRUST systems or, in case of an abrupt breakdown or imminent risk to the security of the LUXTRUST systems;
- h) for errors and /or frauds or breach of applicable law and regulations committed by the User or any third party.

B. except in case of gross negligence or willful default or misconduct, is limited to:

- a) breaches by LUXTRUST of its obligations under the Terms of Use (including the IDKeep Privacy Policy); and
- b) direct damages suffered by the User, excluding (i) indirect and consequential damages (such as, lost profits or business opportunities), and (ii) damages incurred to or third parties, except if such damages are caused by a defective LUXTRUST product and/or improper working of the Services; and
- c) is strictly capped (i) towards End Users to a maximum aggregate amount of EUR 5 000 (five thousand euros) per Specific Service and (ii) towards Service provider to a maximum amount equivalent to one year of fees paid by a Service Provider during the year giving rise to the payment of damages.

8.3. LUXTRUST shall at all times maintain insurance policies which cover the relevant risks in relation to (its performance of) the Terms of Use (contractual and tort liability), which will be on terms that are customary in the relevant insurance market.

8.4. To the fullest extent permitted under applicable law:

(a) the Platform is made available to Users on an "as is," "where is" and "where available" basis, without any warranties of any kind, whether express, implied or statutory; and

(b) LUXTRUST disclaims all warranties with respect to the use of the Platform, including fitness for a particular purpose.

ARTICLE 9: PRIVACY & DATA PROTECTION

9.1. LUXTRUST will only act as an independent Controller in the following circumstances:

- During the authentication of Users and Enrolment phases;
- Towards Users requesting to be promoted as Service Providers;
- Storage, hosting of and access to Attributes related to LUXTRUST devices;
- Default service data shared by an End User;
- When notifications are sent to Users;
- To allow Users signing or authenticating and have access to certificates issued by LUXTRUST as a qualified trust service provider;
- To allow Users accessing to their Attributes managed by LUXTRUST following the signing/authenticating of Users;
- To allow LUXTRUST importing Attributes of the Users (when LUXTRUST already has such Attributes);
- When cookies are placed on the Platform as more detailed in the cookie policy available [...].

9.2. The processing of personal data performed by LUXTRUST as a Controller is detailed within the IDKeep Privacy Policy.

9.3. Outside the limited cases listed under article 9.1 above, LUXTRUST will, in its quality of host of the Platform, only act as Processor on behalf and under the instructions of Service Providers. Each Service Provider is fully responsible, notably under the GDPR, and acts as a Controller for the Attributes that it has requested from End Users (including the setting of related applicable Processing and Post-Processing Periods, etc.).

ARTICLE 10: INTELLECTUAL PROPERTY

10.1. LUXTRUST informs Users that the Platform as well as the component parts thereof are protected by intellectual property rights, according to applicable laws, in particular but without limitation, relating to trademarks, trade names, database rights, processes, software, patents, copyrights, moral rights, designs, logos, calculations, trade secrets and know-how, algorithms and domain names, and related documentation, whether registered or unregistered (hereinafter, the “**Intellectual Property Rights**”). Intellectual Property Rights developed and/or created by LUXTRUST in the course of providing the Services are also protected.

10.2. Nothing in these Terms of Use shall be construed as granting a transfer of ownership of any of LUXTRUST’s Intellectual Property Rights to the Users or any other third party. For the avoidance of doubts, Users are not allowed to (re)use or exploit any part of the Intellectual Property Rights without the prior and written consent of LUXTRUST.

ARTICLE 11: DURATION OF THE TERMS OF USE AND TERMINATION

11.1. The Terms of Use take effect on the date they are first accepted by Users, during the Enrolment and before using the Services on the Platform.

11.2. LUXTRUST is legally entitled to terminate the Terms of Use for convenience at any time and without recourse to the courts with one (1) month’s prior written notice, sent by message, email or registered mail with acknowledgement of receipt. Such termination shall not give rise to any right to compensation for the Users other than the refund of any potential fees paid in advance on a *pro rata temporis* basis by a Service provider.

11.3. In case of non-compliance by a User with any of the provisions of the Terms of Use which the User has failed to remedy within ten (10) calendar days from dispatch by LUXTRUST of a written warning, LUXTRUST may terminate the Service with immediate effect, legally and without recourse to the courts, at the end of that period of time. In this case, the termination by LUXTRUST does not confer any right of compensation or reimbursement to the User.

11.4. The Terms of Use are automatically terminated with immediate effect, legally and without recourse to the courts and without any prior warning one (1) month from the blocking or suspension of the Services, as detailed under article 6 above, unless the blocking or suspension was due to a failure to comply that has been remediated in time by the User, as detailed under article 11.3 above.

11.5. As of the day the termination of the Terms of Use takes effect, LUXTRUST will proceed with immediate effect to block (if not already done pursuant to article 6) all of the Services and to delete all Attributes or the Attributes related to a specific User or Specific Service (if not already done) provided that LUXTRUST does not have any legal or contractual obligation to keep such Attributes for a certain period of time.

ARTICLE 12: AMENDMENTS TO THE TERMS OF USE

12.1. LUXTRUST reserves the right to amend these Terms of Use (including the IDKeep Privacy Policy) at any time and to inform all Users by any appropriate means of such modifications within 1 (one) month before the entry into force of the new amended Terms of Use. The updated version of the Terms of Use is always available on the Platform and should be consulted on a regular basis by all Users.

12.2. Any User that would not accept the amendments must notify LUXTRUST by written notice at helpdesk@luxtrust.lu that they wish to terminate the Terms of Use, provided that the new amendments can be detrimental to them, at the latest 1 (month) after the date of entry into force of the amended Terms of Use. Any fees paid in advance by a Service Provider would then be reimbursed on a *pro rata temporis* basis.

12.3. In the absence of any such notification within the given timeframe, Users shall be deemed to have accepted the new amended Terms of Use.

ARTICLE 13: CONFIDENTIALITY

13.1. The Parties undertake to keep in strictest confidence any information, data and documents provided by another Party in the context of their use or provision of the Services, except if disclosure by the disclosing Party is:

- a) necessary for the normal performance of the Terms of Use or the provision of the Services; or
- b) requested in accordance with applicable law by competent regulators, judicial or law enforcement authorities, in which case the disclosing party will, if permitted by law and as soon as practically possible, notify such disclosure to the other Party.

13.2. This article 13 shall survive the termination of the present Terms of Use.

ARTICLE 14: INVALIDITY

14.1. If any provision of these Terms of Use should be declared illegal, invalid or non-applicable, in whole or in part, such provision shall not be considered to form a part of the Contract and shall not affect the legality, validity or applicability of the other provisions of the Terms of Use.

14.2. In such a case or in the event of a lacking legal mention, LUXTRUST will take all necessary measures without undue delay to adapt the Terms of Use in good faith in order to implement a new provision having an equivalent economic effect to the illegal, invalid or non-applicable provision.

ARTICLE 15: APPLICABLE LAW

These Terms of Use and the IDKeep Privacy Policy are subject to Luxembourg law. Any dispute concerning the interpretation, validity, or performance of these Terms of Use or the IDKeep Privacy Policy shall fall under the sole jurisdiction of the Courts of Luxembourg.

SECTION 2: PART SPECIFIC TO END USERS

This section is applicable to the End Users of Specific Services.

ARTICLE 1: ACCESS TO A SPECIFIC SERVICE AND CONSENT PROCESS

- 1.1 Once a Service Provider acting as administrator (or operator) has created a Specific Service, a specific URL is generated and sent to an End User in order for the latter to be able to provide Attributes on this Specific Service.
- 1.2 Once the End User has performed Enrolment, he/she will then have access to a Specific Service for which he/she has been invited. End Users must request to LUXTRUST the data to be imported during the Enrolment (either via the mobile application or via a request to the support team).
- 1.3 The End User will then be able to see the list of Attributes, mandatory or not, together with related information applicable to the processing of such Attributes by the Service Provider, as solely defined by the Service Provider and including a Specific Rule for each Attribute requested, the period of the Specific Service, Processing and Post-Processing Periods applicable to the Attributes, the role of the Service Provider under the GDPR, the Privacy Notice, etc.
- 1.4 In some circumstances, some Attributes identified as mandatory by a Service Provider for a Specific Service may be considered as personal data (e.g. when it is necessary for an End User to authenticate on the Platform with its device, it will be identified as mandatory Attribute). In this case, the End User has to provide his/her Consent to make available these mandatory Attributes to the Service Provider. LUXTRUST is not sharing any personal data or Attributes directly with the Service Provider.
- 1.5 The End User is then requested to Consent to the processing of each Attribute, based on the information provided in this respect by the Service Provider. The End User acknowledges that refusing to provide his/her Consent for one or more Attributes identified as mandatory by the Service Provider would prevent the End User to use the Specific Service and move to the next page on the Platform to share such Attribute(s) with the Service Provider.
- 1.6 Once the End User provided the necessary Consent(s), he/she will then be able to upload any requested document or provide necessary data on the Platform.

ARTICLE 2: DATA PROTECTION

- 2.1. As of the opening of a Specific Service by a Service provider, End Users and third parties receiving information under a specific mandate, understand and acknowledge that the Service Provider will act as a Controller of any personal data collected as an Attribute and is therefore responsible for providing End Users with all mandatory data protection information pursuant to the GDPR.
- 2.2. The Platform has been designed by LUXTRUST in a way to allow Service Providers, when creating a Specific Service, to clearly provide End Users with all necessary prior information regarding the processing of the requested Attributes by the Service Provider, as requested under the GDPR. The information provided serves as a Privacy Notice.
- 2.3. End Users acknowledge that (i) all the information provided on the Platform by a Service Provider under a Specific Service serves as a Privacy Notice, that (ii) without prejudice of article 82 of the GDPR, any question or complaint regarding the processing of the Attribute should be addressed to the Service Provider and not to LUXTRUST and that (iii) LUXTRUST has no responsibility whatsoever (except as detailed below under article 2.4 of Section 3 of the Terms of Use) with the processing

of Attributes by the Service Provider, the information provided by the Service Provider to End Users and the use and security of the Attributes by the Service Provider after it has viewed or downloaded the Attributes on or from the Platform.

- 2.4. In some very limited cases, as detailed under article 1.4 of Section 3 of the Terms of Use, LUXTRUST will act as an independent Controller for the processing of some of the End Users' Attributes. The necessary information related to such processing are detailed in the IDKeep Privacy Policy