

# Terms of Delivery for Identification Service Usage Rights, Elisa Corporation

## 1 Parties

Identification Broker Service Provider

and

Elisa Corporation (hereinafter “Elisa” or “Identification Means Provider”)

Business ID: 0116510-6

Postal address: PL 1, 00061 Elisa

Both parties may be individually referred to hereinafter as a “Party” and together as the “Parties”.

## 2 Scope

The Parties are members of the Trust Network that enables the transmission of identification transactions made with various Identification Means to a Client Service using technical and administrative arrangements that comply with the Act on Strong Electronic Identification and Electronic Trust Services (hereinafter the “Strong Identification Act”).

These terms and conditions apply to the transmission of identification transactions with an Elisa Mobile Certificate by an Intermediary Service that is part of the Trust Network by forwarding the identification transactions and the data contained therein to a Client Service or another identification service in the Trust Network. In this context, the term “Client Service” also refers to Client Services provided by the Identification Broker Service. The Identification Broker Service shall agree separately on the assignment of usage rights with all telecommunications operators providing Mobile Certificates. Elisa will not pass on identification transactions to other operators in the Trust Network without separate agreement.

In addition to these terms and conditions, the valid Service Descriptions, Code of Conduct, Privacy Policy and other guidelines issued by Elisa (collectively hereinafter the “Agreement”) shall apply.

## 3 Definitions

In this Agreement, the following terms and definitions are used:

**Client Service:** A party relying on a strong identification service, a contractual partner of the broker service provider. The Client Service may also be the Identification Broker Service's own Client Service.

**Code of Conduct:** Finnish Transport and Communications Agency (Traficom) Recommendation 216/2017S – Code of conduct for identification service trust network

**Data Protection Code of Conduct:** Traficom recommendation on a data protection code of conduct for the Trust Network

**eIDAS Regulation:** Regulation (EU) No 910/2014 of the European Parliament and of the Council

**End User:** A natural person to whom Elisa has issued an Identification Means

**Identification Broker Service:** An identification broker service offered by an Identification Broker Service Provider, where the Intermediary Service Provider mediates identification transactions and Identification Data from the Identification Service to the Client Service in accordance with the Strong Identification Act.

**Identification Broker Service Provider:** A provider of an Identification Broker Service, as defined in the Strong Identification Act.

**Identification Data:** Data provided during an identification event by an Elisa End User that includes the End User's name and personal identity code.

**Identification Means Holder:** The holder of an identification means as defined in the Strong Identification Act.

**Identification Means Provider:** A provider of an identification means as defined in the Strong Identification Act

**Identification Means Provider Service:** A strong electronic identification service provided by an Identification Means Provider, where Identification Means Holders are identified through an identification means.

**Identification Service:** An Identification Service as defined in the Strong Identification Act. An Identification Service may be the provision of an identification means or an identification broker service.

**Identification Service Provider:** An Identification Service Provider as defined in the Strong Identification Act. An Identification Service Provider may be a provider of an identification means, an Identification Broker Service Provider, or both.

**Initial Identification:** Identifying a customer or client using strong electronic identification means in accordance with the Strong Identification Act.

**Mobile Certificate:** Identification means issued by DNA, Elisa or Telia in compliance with the applicable laws.

**Strong Electronic Identification:** Strong electronic identification as defined in the Strong Identification Act

**Strong Identification Act:** The Act on Strong Electronic Identification and Electronic Trust Services (617/2009), as amended, regulations issued on the basis of the Act, and regulations from the Finnish Communications Regulatory Authority

**Trust Network:** The network of Identification Service Providers registered with Traficom, as defined in the Strong Identification Act

#### **4 Identification and identification transactions**

Identification is based on an agreement between the End User and an Identification Means Provider, on the basis of which the End User has received an identification means. Elisa will provide End Users with identification means on the basis of Initial Identification. Elisa does not verify the right of the person being identified to represent any person, company or other entity, or the right of the person being identified to perform the intended legal acts.

Elisa will provide the End User's Identification Data to the Identification Broker Service as described in Elisa's Service Description. The Identification Broker Service shall transmit the End User's Identification Data in accordance with the eIDAS Regulation at least at an elevated level. The Identification Broker and the Client Service are responsible for the fact that the End User has given a mandate concerning identification and the transfer of personal data to the Identification Broker or the Client Service. The Identification Broker Service shall ensure that the Client Service verifies that the Identification Data provided by Elisa matches the Identification Data provided by the End User to the Client Service.

The legal effects of the use of the identification transaction by the Identification Broker Service or the Client Service and any resulting liabilities between the parties shall always be subject to the terms and conditions agreed between the End User and the Client Service or between the End User and the Identification Broker Service. Elisa is not a party to these agreements in any way; nor is Elisa responsible for the performance of these agreements or the validity of any legal transactions entered into.

#### **5 General duties of the Parties**

The Parties are responsible for ensuring that their activities comply with the requirements and obligations set out in the Strong Identification Act and other legislation, the Code of Conduct and the Data Protection Code of Conduct.

The Parties are responsible for developing their own services to be integrated into the Trust Network. The Parties shall independently specify the terms of use and other conditions and prices for their respective customers (Identification Means Provider for End Users and Identification Broker Service for Client Services) in the agreements entered into with said customers and shall be responsible for fulfilling their obligations towards End Users and Client Services in accordance with their respective contractual terms and conditions and legislation. Elisa is not a party to any contract or legal transaction between the Identification Broker Service Provider and any Client Service,

between the Identification Broker Service Provider and any other Identification Broker Service Provider, or between the Identification Broker Service and the Identification Means Holder. The Identification Broker Service shall be responsible for ensuring that there is no confusion between the services and responsibilities of the Identification Broker Service or Client Service and those of Elisa.

Elisa shall provide and maintain the technical interfaces of its Identification Service as agreed in Annex 2. It is the responsibility of the Identification Broker Service Provider to maintain the technical environment enabling the Identification Broker Service in such a way that it can interoperate with the mutually agreed technical interfaces provided by the Identification Means Provider. The Identification Broker Service Provider shall integrate its Identification Broker Service with Client Services by providing the Identification Broker Service with a Mobile Certificate as the identification means of choice of the End User.

The Identification Broker Service Provider shall connect Client Services to its Identification Broker Service in such a way that the Mobile Certificate is offered to the Client Service as an identification means available for selection by the End user.

Each Party shall ensure that individual identification transactions are stored and archived as required by law.

## **6 Restrictions on use imposed by the Identification Means Provider**

Identification Means Providers have the right to impose restrictions on use for their identification means in accordance with the Strong Identification Act. The Identification Broker Service Provider undertakes to comply with all such restrictions on use applicable to the Identification Means covered by this Agreement at any given time. The Identification Means Provider shall inform the Identification Broker Service Provider of any restrictions on use imposed on its own identification means one month prior to the imposition of any such restriction. The currently valid restrictions on use imposed by Elisa are listed in the Elisa Strong Identification Policy.

The Identification Broker Service Provider is responsible for and undertakes to ensure that in its agreements, it commits the Identification Broker Service or any other Identification Broker Service Provider to comply with the applicable usage restrictions or other usage conditions specified in this Agreement, as well as with applicable laws and good business practices. The Identification Broker Service Provider shall also ensure that in such a case, it shall commit the other Identification Broker Service Provider to include the conditions and restrictions of use set out in this Agreement in all contracts and agreements between the other Identification Broker Service Provider and Client Service providers.

For the purposes of the Identification Broker Service, each identification transaction is, in principle, a one-time event. The Identification Broker Service shall not transfer a user identified by an identification means issued by Elisa to a new service provider or to another service as a strongly authenticated user if the method used does not

comply with the legal obligations applicable to an identification service, the recommendations of Traficom on the implementation of secure single sign-on, or other applicable laws.

An Identification Broker Service shall not transmit an identification transaction made with an Identification Means for the purpose of identifying an End User to a service provided by or under the control of an entity subject to international sanctions. The Identification Broker Service shall not use an identification transaction made with the identification means for purposes contrary to this Agreement, to Finnish law or to the law or good practice of the country where the service is provided. The Identification Broker Service shall include corresponding obligations in any contracts or agreements it enters into with a Client Service.

## **7 Intellectual property rights**

In this Agreement, the Parties do not transfer to the other Party any intellectual property rights or any rights to the material or resources owned by the Parties.

The Parties shall be entitled to use each other's trademarks and other business signs, and each other's other material or resources, in connection with the provision of services under this Agreement in the manner provided in the Code of Conduct and as directed by the Parties, solely for the purpose of carrying out the purpose of this Agreement. This right of use may not be assigned or otherwise transferred to any third party outside the Party's group companies. Each Party shall have the right to require the other Party to immediately cease and desist from using any of its trademarks and other marks or other materials and resources if they are used in violation of the Code, legislation, the instructions of the Party or otherwise in bad faith.

Whenever the Identification Broker Service offers a user the possibility to authenticate with an Elisa Mobile Certificate, the Identification Broker Service agrees to use the trademarks and other identifiers associated with the Mobile Certificate to provide the services under this Agreement in accordance with Elisa's valid instructions. The Identification Broker Service Provider is entitled to agree with a Client Service that the Client Service may use the trademarks and other identifiers associated with the Mobile Certificate in accordance with the terms and conditions set out in this clause and the written instructions provided by Elisa.

The right of the Identification Broker Service to use the trademarks and other identifiers associated with the Mobile Certificate shall terminate immediately upon the termination of this Agreement or if Elisa otherwise prohibits such use. In such an event, the Identification Broker Service shall remove the trademarks and other identifiers associated with the Mobile Certificate from its own services and materials, and from those of any third party.

## **8 Subcontractors**

The Parties have the right to use subcontractors to provide their services and otherwise perform their rights and obligations under this Agreement. The Party shall be responsible for the actions of its subcontractors as if they were its own.

## **9 Confidentiality**

Each Party agrees to maintain the confidentiality of any Confidential Information received from the other Party and to use such information only for the purposes permitted by this Agreement. The term "Confidential Information" includes any information or material provided by a Party that is trade secret or otherwise confidential, regardless of the form in which the Confidential Information is received or provided, or whether or not it is protected by intellectual property rights.

Confidential Information may relate to the products, services, customers, technology, processes, know-how, intellectual property, equipment, software, objectives, plans, risk management, technological, commercial, financial or other similar information of the Party, or of a company in the same group as the Party.

Information provided shall not be considered Confidential Information to the extent that the recipient can demonstrate that:

- a) the information was in the public domain at the time it was disclosed or subsequently became public for reasons other than as a result of the recipient's breach of this Agreement;
- b) the information was lawfully possessed by the recipient without restriction on disclosure or use under any obligation of confidentiality prior to its receipt from the other Party by the recipient;
- c) the recipient lawfully received the information from a third party who is entitled to disclose it without restriction as to any obligation of confidentiality; or
- d) the information is required by mandatory law or by an order of a court or authority to be disclosed to a court or authority; however, before disclosing confidential information to a court or authority, the recipient shall promptly inform the disclosing Party of the request for information and shall allow the Party concerned to take the necessary steps to preserve the confidentiality of the information, unless prohibited by an order from a public authority.

Each Party shall also be entitled to disclose Confidential Information to its affiliated companies and subcontractors who need to obtain said Confidential Information for the purposes of this Agreement.

Notwithstanding the confidentiality provisions in this section, the Parties may, in situations in accordance with Section 4.7 of the Code of Conduct or otherwise as required by the Strong Identification Act, disclose information within the Trust Network or to the Client Service, with the exception of the Parties' trade secrets.

The Parties will agree separately how they will announce the Agreement or related materials.

Upon the termination of this Agreement or when the Party that received Confidential Information no longer needs the Confidential Information material in question for the purpose of this Agreement, the Party that received Confidential Information must immediately stop using the Confidential Information received from the transferring Party and, unless separate agreement is reached to dispose of the material in question, must return all copies of the material. However, both Parties have the right to keep information required by law or regulations of the authorities or copies thereof in compliance with obligations based on applicable laws and official regulations.

Each Party is responsible, for its part, for ensuring that its employees, as well as any subcontractors used by the Party or by companies belonging to the same group, commit to the confidentiality provisions set out above.

This confidentiality clause will remain valid for five (5) years after the termination of this Agreement, unless this is superseded by a longer non-disclosure period resulting from legislation or a binding order issued by an authority. mandatory regulations from the authorities.

## **10 Data protection and processing of personal data**

The Parties are independent data controllers and are independently responsible for ensuring that they have the right to process personal data as provided for in legislation on the processing of personal data and that they process personal data in accordance with the Strong Identification Act and other legislation on the processing of personal data, the Code of Conduct and the Data Protection Code of Conduct.

Elisa will provide the Identification Broker with the required Identification Data in connection with each identification transaction. The Identification Broker Service is responsible for ensuring that the End User, when submitting an identification order, has been informed in the manner required by law that the End User's Identification Data will be transferred from Elisa to the Identification Broker Service.

When providing the Identification Broker Service, the Identification Broker Service Provider is entitled to transmit the Identification Data to another Identification Broker Service and to the Client Service in accordance with the Strong Identification Act and other legislation on the processing of personal data. The Identification Broker Service Provider is responsible for ensuring that they only disclose personal data to a Client Service or another Identification Broker Service that is entitled by law to process such personal data in the course of providing its services.

The parties may disclose personal data outside the European Economic Area only if permitted by the applicable legislation on the processing of personal data and subject to any additional conditions that such legislation may impose. As data controllers, the Parties are responsible for informing data subjects and allowing them to exercise their

rights, and for notifying data protection authorities and data subjects of any security breaches.

## **11 Pricing and payment terms**

Elisa will charge the Identification Broker Service Provider fees for the identification transactions as set out in Annex 1. The payment term is thirty (30) days net from the date of the invoice. Interest on late payments shall be charged in accordance with the Interest Act.

Elisa retains the right to change the fees charged under this Agreement within the limits of applicable law by notifying the Identification Broker Service.

## **12 Notifications and communication**

Communication and notifications will be carried out as specified in the Code of Conduct.

The Parties shall notify the Client Services, Identification Means Holders, other parties in the Trust Network and Traficom of any significant threats or disruptions to the functioning of the service, security or use of electronic identity in the event of failure or malfunctioning of their services, in accordance with the Code of Conduct.

Each Party shall inform the other Party without delay of any security threats, disruptions or failures in the Identification Service of which they become aware, so as to enable the Parties to anticipate situations and take the necessary precautionary or remedial measures in relation to their own service.

Each Party shall inform the other Party in good time in advance of any maintenance outages, the duration of such outages and any changes to their service. Such information must be provided at least within the time limits laid down in the Code of Conduct.

The contact persons and contact details of the Parties are set out in Annex 3. If either Party makes any changes to contact persons and contact details, they must notify the other Party in writing without delay. Notifications shall be made preferably by email. Notifications sent by post shall be deemed to have been received by the other Party on the seventh day following their dispatch and notifications sent by email on the working day after they were sent.

## **13 Faults and misuse situations**

The Parties shall, to a reasonable extent, jointly participate in the resolution of any failure or misuse of the Identification Service. Contact in connection with the resolution of faults and malfunctions shall be made to the contact details set out in Annex 3.



## **14 Availability of the Identification Service and breaks in service**

In implementing their interfaces, the Parties shall comply with the interface standards of the Trust Network. The Parties shall be responsible for the use, operation and development of their equipment, software, services and systems, as well as for the related costs and security.

Elisa will provide the services under this Agreement in accordance with the the service level set out in Annex 2. The Parties shall treat each other in a fair and non-discriminatory manner as regards the level of service and shall offer the same level of service to each other on the same terms as they offer to other parties in the Trust Network. The Parties shall bear their own costs for the technical interconnection of the services and other costs of maintaining the services.

In the transmission of identification transactions in the Trust Network, the aim of the Parties is that the Identification Broker Service should be available 24 hours a day, seven (7) days a week, excluding maintenance, service upgrades, or any disruption or failure that causes an interruption to the Identification Service. However, Elisa does not guarantee the uninterrupted availability of the Elisa Identification Service or the Mobile Certificate, and Elisa shall not be liable for any damages resulting from such interruptions.

The Parties may carry out maintenance and modifications affecting the technology and operation of their respective services. When planning and implementing such maintenance and modifications, the Parties shall take into account the impact on the other Party, other operators in the Trust Network, and the Client Services. Maintenance and modification activities shall be carried out at times set out in Annex 2, and in a manner and at a time that minimises disruption and impact on the service. For maintenance and modifications that will be carried out at other times, efforts will be made to notify the other Party's contact persons in accordance with this Agreement.

Elisa has the right to suspend or limit the operation of the Elisa Identification Service or Mobile Certificate in circumstances it deems necessary, such as maintenance, force majeure, a security threat or a breach of contract.

## **15 Compensation for damages**

Each Party shall be liable to pay the other Party compensation for direct damages caused by the Party in accordance with this Agreement. A Party shall not be liable for indirect or consequential loss or damage that the Party could not reasonably have foreseen.

Each Party's total annual liability for damages shall be limited in any calendar year to the fees paid by the Identification Broker Service Provider to Elisa under this Agreement during that calendar year or EUR 500,000, whichever is the greater. However, Elisa's liability to the Identification Broker Service for damages incurred during a calendar year shall always be limited to a maximum of the total value of the identification transactions brokered. In the event that a claim for damages by the Identification Broker Service against Elisa relates to a single identification transaction, Elisa's liability for direct

damages in respect of that identification transaction shall be limited to the price of the identification transaction.

If the damage was caused intentionally or by gross negligence or in breach of confidentiality or intellectual property rights, the Parties shall not apply the above limitations.

Elisa shall not be liable for any damage caused by circumstances for which the Identification Broker Service Provider or a third party is responsible, nor for any damage caused by force majeure situations.

Damages must be claimed within a reasonable period of time from the time when the defect giving rise to the damages was discovered or should have been discovered, and not later than one year after the time that the defect or damage was discovered or should have been discovered.

## **16 Force majeure**

A Party shall be released from its obligations if a breach or non-performance of its contractual obligations is due to a force majeure situation. "Force majeure" shall mean an unusual and material event occurring after the conclusion of the Agreement that the Party had no reason to take into account when concluding the Agreement and that is beyond the control of the Parties, or the effect of which cannot reasonably be avoided or overcome. Such an event may be, for example: war or insurrection; currency restrictions; legal or regulatory restrictions; denial of an export licence; compulsory collection or seizure; import or export ban; natural disaster; serious epidemic or pandemic; interruption to public transport, telecommunications or energy supply; shortage of means of transport; general shortage of goods; restrictions on motive power; industrial action; fire; failure or delay of telecommunications links or equipment procured from or in the possession of a third party; cable damage caused by a third party; or any other cause of equivalent effect and unusual for reasons beyond the control of the Parties, and any failure or delay in delivery by a subcontractor due to any of the foregoing.

The Party shall promptly notify the other Party in writing of the force majeure event. Similarly, the Party shall give notice of the termination of the force majeure event.

## **17 Changes to this Agreement**

Elisa retains the right to make changes to any terms and conditions, service descriptions, guidelines, fees, services, and identification policies applicable to this Agreement by notifying the Identification Broker Service Provider.

The change shall take effect at the time notified by Elisa, but no earlier than one month after the notification or announcement of the changes.

## **18 Term and termination of the Agreement**

This Agreement is valid until further notice. This Agreement may be terminated by either Party by giving two (2) months' notice, subject to the principles of the Code of Conduct on termination. Notice of termination must be submitted in writing.

A Party shall have the right to terminate this Agreement immediately if the other Party is found to be in material breach of its contractual obligations and fails to remedy its breach within thirty (30) days of receiving a written request to do so.

A Party shall have the right to terminate this Agreement if the other Party ceases to provide its services, or the Party has been declared bankrupt or placed under other insolvency proceedings, or it is otherwise clear that the Party cannot fulfil its financial obligations under the Agreement

The Agreement shall be terminated immediately if one of the Parties is removed from Traficom's register of identification service providers. A Party shall immediately inform the other Party if it is removed or deleted from Traficom's register of identification service providers.

## **19 Transfer of this Agreement**

Neither Party shall be entitled to assign this Agreement to any third party without the prior written consent of the other Party.

However, a Party shall have the right, without the consent of the other Party, to assign the Agreement to an entity belonging to the same group as the Party or to a third party to whom the business operations related to this Agreement is transferred, provided that the transferee is a member of the Trust Network.

Notification of such an assignment must be submitted to the other Party in writing, without delay and, if possible, in advance.

## **20 Dispute resolution and applicable law**

This agreement is governed by the law of Finland, excluding its choice of law provisions . The Parties shall settle any disputes arising from this Agreement primarily by negotiation. In the event that the Parties are unable to reach a mutually satisfactory solution within a reasonable period of time, any dispute arising from this Agreement shall finally be settled by arbitration in accordance with the rules of the Arbitration Institute of the Finland Chamber of Commerce. The number of arbitrators shall be one.

The place of arbitration shall be Helsinki, and the language of the proceedings shall be Finnish.

Annexes:

Annex 1: Price List  
Annex 2: Service Description  
Annex 3: Contact Persons