



Terms and Conditions for Pointsharp Secure Cloud Net iD Subscriber Agreement

Pointsharp Secure Cloud Net iD



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TERMS AND CONDITIONS for Pointsharp Secure Cloud Net iD Subscriber Agreement

1. GENERALLY REGARDING Pointsharp Secure Cloud Net iD

1.1 Pointsharp AB, org.no. 556691-0633 (Pointsharp), manages the Pointsharp Secure Cloud Net iD service to issue subscriber certificates (e-identities) compliant to the Pointsharp Secure Cloud Net iD Certificate Policy and Certification Practice Statement (The Service).

1.2 Pointsharp issues e-identities tied to private keys stored and protected in Key Bearers. Examples of Key Bearers protecting private keys and containing e-identities are:

- smart cards: a card with a chip,
- other hardware tokens: a hardware based security device with a chip, for instance a USB token like a YubiKey (from Yubico).
- Mobile: a mobile app stored on your mobile device.
- soft token: an encrypted file which is stored on Your computer, a USB, or other technical equipment.

1.3 Within The Service, e-identities are issued to individuals applying for or using an e-identity (Subscribers) with relations to customer organizations (Registration Authority, RA), for instance employees, consultants, students, and contractors.

1.4 These terms and conditions apply to all e-identities issued by Pointsharp and govern Your relationship as Subscriber with Pointsharp.

1.5 The version number of these terms and conditions is 1.0.

1.6 E-identities are used to electronically identify the holder and can be used for logins, identification, electronic signatures, and encryption.

1.7 Pointsharp provides e-identities with identity assurance level 2 (Level of Assurance, LoA2) and level 3 (LoA3).

1.8 You as a Subscriber must be employed by, a consultant or have a relation to and be trusted by the RA.

1.9 When e-identities are used for a signature, it means that the electronic document is intended to be used for the same purposes as a physical document that has been signed by You as a Subscriber.

1.10 You are always entitled, upon request, to receive these terms and conditions on paper or in another durable form, for example, as a computer file. In such case, please contact Your RA or visit Pointsharp's repository, <https://repository.pointsharpsecurecloud.com/documents>.

2. Revoking e-identities

2.1 You as a Subscriber must immediately revoke your e-identity if

- any information in the e-identity is or is suspected to be incorrect,
- conditions that may affect the e-identity content have changed,
- you lose Your Key Bearer,
- have reason to believe that any other person may have knowledge to any personal codes related to Your e-identity, for example passwords or PINs (Security Codes),
- you have reason to believe that Your e-identity may be misused,
- you no longer need an e-identity, or



- you no longer have any connection to the RA.

2.2 Pointsharp provides two methods to revoke e-identities,

1. notice through Your RA, or
2. notice through the self-administration portal, <https://eid.pointsharpsecurecloud.com/selfservice>.

2.3 When the revocation request is made via notice through Your RA the revocation request shall be processed as soon as possible by the RA.

2.4 The effect of revocation is that the e-identity is blocked and can no longer be used. A revoked e-identity cannot be reversed. You may apply for a new e-identity.

2.5 E-identities are the property of Pointsharp and may be revoked by the RA or Pointsharp if

- there is reason to believe that You are breaching, or will breach these terms and conditions of the Subscriber agreement,
- your employment or relation to the RA terminates,
- there is reason to believe that Your e-identity contains incomplete or incorrect information,
- there is reason to believe that Your e-identity or Your Security Codes or biometric data is being used in fraudulent, unsafe or unauthorized manner,
- there is reason to believe that a Security Code has been disclosed
- there is reason to believe that You have lost Your Key Bearer, or
- required by court order or law.

2.6 E-identities may be revoked by Pointsharp if the RA is in breach of its obligations to Pointsharp, or if the RA so requests.

2.7 You will be informed of any revocation in an appropriate manner according to section 9.

3. Subscriber responsibilities

3.1 The e-identity is personal and may only be used by the person to whom it is issued.

3.2 You are responsible for how Your e-identity is used and assume the risk of an unauthorized person using Your e-identity. You are responsible that the use of the e-identity does not

- give rise to damage or other inconvenience for Pointsharp or any third party,
- violates Pointsharp's or any third parties copyright or other intellectual property right, or
- violates law, public authority regulation or public authority decision.

3.3 To minimize the risk of identity theft or the misuse of the e-identity You undertake to:

- store the e-identity and its Key Bearers in such a way that it cannot be used by any unauthorized persons,
- not disclose any Security Codes related to the e-identity,
- not keep a note of the Security Codes together with any Key Bearer or in such way that the information can be linked to the e-identity,
- change the Security Codes if there is reason to do so,
- not leave any Key Bearer unsupervised after any code has been entered until Your e-identity have been deactivated, eg by logging off or closing application,



- not use e-identities in any other context than those described in section 1,
- not use e-identities in equipment where there is reason to believe that it may be misused,
- not manipulate or damage e-identities or allow anyone else to do so,
- immediately request revocation according to section 2 if any of these conditions are met, and
- destroy or otherwise prevent misuse of expired or deserted Security Codes in Your possession.

3.4 If you possess a Mobile e-identity and the mobile device has a biometric function for identification or signature, for example fingerprint recognition or facial recognition, and which replaces or supplements a Security Code for the e-identity, the following applies:

- You may only activate the biometric function on a mobile device which is used exclusively by you personally.
- You may not allow another user to register their biometric data (e.g. fingerprint, facial recognition) on a mobile device where your biometric data is registered.
- Where the mobile device can, or will, be used by another person, you must immediately turn off the biometric function.

3.5 If the Key Bearer holding the e-identity has been issued by a Third Party, that is, not issued by The Service, all provisions stated in section 3 must still be followed.

4. Pointsharp's responsibilities

4.1 Pointsharp supplies e-identities pursuant to the provisions in this document.

4.2 Pointsharp is responsible for ensuring that the personal data submitted in the application is transferred to the e-identity. The data may at the request of the RA be checked against Statens personadressregister (SPAR) or a corresponding population register.

4.3 Pointsharp will provide the e-identity in a professional way. Pointsharp may hire subcontractors to fulfill its obligations. Pointsharp is responsible for any subcontractors work as if it were its own.

4.4 If Pointsharp learns that there is a fault in Your e-identity caused by Pointsharp You shall be informed of this as soon as possible. If that is the case You will be provided with a new e-identity.

4.5 If you or Your RA requests revocation of the e-identity, Pointsharp shall immediately revoke the e-identity in question.

5. Operation and Maintenance

Pointsharp is entitled to restrict the availability of the services linked to the use of the e-identity for necessary maintenance, if it changes its production sites, or if it changes technology. On such occasions Pointsharp shall take all reasonable action necessary to limit the scope of the disruptions that may occur.

6. Intellectual property rights

6.1 Software and any other copyright protected information provided by Pointsharp or any of its subcontractors is Pointsharp's or the subcontractors property. You may not, unless permitted by Pointsharp or its subcontractor, use, change, transfer, lease or in any other way process this software or information.

6.2 Your private and public keys are Your property.

7. Claims for compensation

7.1 Pointsharp shall not be liable for any damage that occurs from there being incorrect information in the e-identity that was given or confirmed as part of the application for e-identity.

7.2 Pointsharp shall not be liable for any damage that occurs because You have not notified change of personal data according to section 8.4.

7.3 Pointsharp shall not be liable for loss resulting from unusual or unforeseeable circumstances over which Pointsharp has no control and the consequences of which would have been impossible for Pointsharp to avert despite all efforts. In such case, Pointsharp shall not be liable when Pointsharp acts in accordance with Swedish law or EU legislation.

7.4 Pointsharp shall not be liable to compensate You for any direct or indirect damage. Any personal claim for damages shall be regulated in Your employment contract or agreement with the RA.

7.5 You are liable for damage that occur for Pointsharp or any third party based on

- fault or neglect from Your part,
- incomplete or incorrect information given or confirmed by You as part of the application for e-identity,
- fault or defect in Your communication equipment, applications installed on Your platform or system used after identification have been provided, or
- criminal conduct.

7.6 After You have requested revocation of the e-identity according to section 2, You are not liable for damage based on any future use of the revoked e-identity provided that You have not acted in a fraudulent manner.

8. Personal Data

8.1 Personal Data means any information regarding You as a Subscriber given to Pointsharp by You or Your RA, e.g. complete name, title, RA-employment or contract number, social security number, e-mail address, workplace etc.

8.2 Your RA is the controller and Pointsharp is processor of Personal Data according to the General Data Protection Regulation ((EU) 2016/679) (GDPR) in relation to The Service.

8.3 On request from Your RA or Pointsharp, You shall give all personal data that Pointsharp needs to provide the e-identity and fulfill the Subscriber Agreement. The legal ground for processing Your personal data is for the performance of the Subscriber Agreement to which You are a party or in order to take steps at the request by You prior to entering the Subscriber Agreement, art 6.1.b of the GDPR.

8.4 You shall as soon as possible give notice to Your RA or Pointsharp of any changes to Your personal data.

8.5 Only personal data relating to You that you or Your RA have provided to The Service is processed by Pointsharp or its subcontractors.

8.6 Personal data will be processed for as long as it is needed to protect against unauthorized use. Information regarding revoked e-identities will be stored indefinitely or until The Service is terminated.

8.7 Further information about Pointsharps processing of personal data can be found at <https://www.pointsharpsecurecloud.com/privacypolicy>. If You have any questions regarding Pointsharps processing of Your personal data please contact our Data

Protection Officer at the following addresses: gdpr@pointsharpsecurecloud.com, Pointsharp AB, Uddvägen 7, 5 tr, 131 54 Nacka, Sweden.

9. Notices

9.1 Notices from Pointsharp

9.1.1 Pointsharp may provide personal notices to You via electronic communications such as e-mail, text messages, and telephone. Pointsharp will only use e-mail addresses and telephone numbers which You or Your RA have provided to Pointsharp.

9.2 Notices to Pointsharp

9.2.1 You may give notice to Pointsharp in respect of these terms and conditions via Your RA, e-mail, telephone or by writing a letter.

10. Term of the Agreement and Termination

10.1 The Subscriber Agreement shall remain in force until further notice.

10.2 You are entitled to terminate the Subscriber Agreement with immediate effect at any time, the e-identity will in such case be revoked. The e-identity has a limited validity period and when the validity period terminates, the Subscriber Agreement terminates automatically and you may apply for a new e-identity through Your RA.

11. Amending the terms and conditions

11.1 Pointsharp may amend these terms and conditions. Pointsharp will give notice of amendments of the terms and conditions not later than one month before the amendment enter into force, via Your RA or in a manner set forth in section 9.1 Notices from Pointsharp.

11.2 Pointsharp may cause an amendment of the terms and conditions to enter into force with immediate effect where necessary pursuant to any law, regulation, or public authority regulation, or other similar reason. Pointsharp will inform You of any such amendment as soon as possible and in the manner appropriate under the circumstances.

11.3 If you do not accept an amendment of the terms and conditions, you are entitled to terminate the agreement to which these terms and conditions apply, with immediate effect, before the amendment is to enter into force. The e-identity will in such case be revoked. If you do not terminate the agreement within such time, you will be deemed to have approved the amendment.

12. Applicable Law

12.1 The Subscriber Agreement shall be governed by Swedish law. Any disputes in the interpretation of The Subscriber Agreement shall be settled by a Swedish court.

13. Entry into Force

13.1 These terms and conditions shall apply from 2022-02-18.



Website

<https://www.pointsharp.com>

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