

Terms and Conditions for Authentigate Service

Valid from: 11.09.2024

Term	Definition
Attribute	Attribute represents the characteristic, quality, right or permission of a natural person or of an object.
Authentication	Electronic process that enables the electronic identification of a natural person to be confirmed, or the origin and integrity of data in electronic form to be confirmed.
Authentigate Service	Service that enables User Authentication and Attribute sharing with Relying Party.
Relying Party	Entity that relies on the information or confirmation issued by SK.
SK	SK ID Solutions AS, Authentigate Service provider.
User	A natural person who is using Authentigate Service.

1. General Terms

- 1.1. These Terms and Conditions constitute a legally binding agreement between SK and User with respect to the Authentigate Service.
- 1.2. By authenticating User accepts these Terms and Conditions.
- 1.3. SK provides Authentigate Service based on User's authentication.
- 1.4. For providing the Authentigate Service SK:
 - 1.4.1. extracts User data from the authentication certificate and calculates Attributes based on this;
 - 1.4.2. shares to the Relying Party Attributes, which are requested by the Relying Party and displayed to and confirmed by the User;
 - 1.4.3. in case the Relying Party requests non-personalised Attributes, SK issues only requested data without revealing any personal data to the Relying Party;
- 1.5. SK has the right to amend the Terms and Conditions at any time should SK have a justified need for such amendments. Information on the amendments will be published on the website www.skidsolutions.eu.

2. User's Obligations

- 2.1. The End User is obligated to:
 - 2.1.1. be familiar with and accept the Terms and Conditions;
 - 2.1.2. use for authenticating only an authentication mean that is issued to him/her.

3. SK's Rights and Obligations

- 3.1. In case of necessity, SK has the right to limit the access to Authentigate Service for reasonable time due to security reasons.
- 3.2. SK is obligated to:
 - 3.2.1. provide Authentigate Service in accordance with the relevant requirements and legislation of the Republic of Estonia and European Union;
 - 3.2.2. keep account of the Attributes issued by it;
 - 3.2.3. provide security with its internal security procedures;
 - 3.2.4. retain evidences about issued Attributes for 12 months;
 - 3.2.5. provide evidence to the Relying Party upon their legally substantiated request within 12 months after issuing Attributes.

4. Limitation of Liability

- 4.1. The End User is solely liable for any damage caused due to failure or undue performance of his/her obligations specified in the Terms and Conditions and/or the laws of the Republic of Estonia and European Union.
- 4.2. SK is not liable for:
 - 4.2.1. the substance of the transaction based on the issued Attribute values;
 - 4.2.2. misuse of the authentication certificate;
 - 4.2.3. the failure to perform if such failure is occasioned by force majeure.

5. Privacy and Confidentiality

- 5.1. SK processes User's personal data according to the Authentigate Service Privacy Policy, available at <https://www.skidsolutions.eu/resources/data-protection/>.
- 5.2. All information that has become known to SK while providing Authentigate Service and that is not intended for disclosure (e.g. information that had been known to SK because of operating and providing the Service) is confidential.
- 5.3. SK secures confidential information and information intended for internal use from compromise and refrains from disclosing it to third parties by implementing different security controls.
- 5.4. SK has the right to share, upon the request, with Relying Party the Attributes requested by the Relying Party on the condition that Attribute sharing is based on the User's initial consent.
- 5.5. Non-personalised statistical data about SK's services is considered as public information. SK may publish non-personalised statistical data about its services.

6. Applicable Law, Complaints and Dispute Resolution

- 6.1. The Authentigate Service is governed by the jurisdictions of the Republic of Estonia and European Union.
- 6.2. All disputes between the parties will be settled by negotiations. If the parties fail to reach an amicable agreement, the dispute will be resolved at the court of the location of SK.
- 6.3. All dispute requests should be sent to contact information referred in these Terms and Conditions.

7. Contact Information

In case you have any questions about these Terms and Conditions, please contact us:

SK ID Solutions AS

Registry code 10747013

Pärnu Ave 141, 11314

Tallinn, Estonia

Contact data is available at: <https://www.skidsolutions.eu/contact/>