

# General Terms and Conditions for End Users For the Use of Qualified Electronic Signatures (QES)

## Version control

Version	Date	Author	Comment
1	1.10.2022	Thorsten Hau	First version

### 1. Introduction

These General Terms and Conditions fidentity for private customers (T&C) govern the contractual relationship (the Contract) between the Users and fidentity AG (hereinafter: "fidentity") concerning use of the "fidentity" service for digital identity verification (the Registration) and Signing (together: the Services).

### 2. Services

fidentity provides natural persons a service for registration of their identity and use of that registered identity to digitally sign electronic documents with a Qualified Electronic Signature (QES). fidentity cooperates with Qualified Trust Service Providers (QTSPs) that have authorized fidentity to identify and register users. The QTSP ultimately issues the digital signature based on the information provided by fidentity.

The Registration for a QES is always clearly designated as such and always provides a security level commensurate with the legal requirements for Qualified Trust Services.

The functions of fidentity are described in detail in the fidentity practice statement.

### 3. Rights and obligations of the User

The user must ensure that his/her systems are adequately protected against malicious software (viruses, malware, etc.) and third party access. If and when fidentity charges the User for the Service, this shall be clearly communicated to the user before conclusion of the Contract.

User shall employ reasonable best efforts in using the Service in the intended way and under generally acceptable circumstances (such as proper lighting). The user is obligated to provide complete and truthful information during Registration.

The User confirms that he/she has legal capacity to act. Users under 18 years of age cannot use the Services.

#### 4. **Rights and obligations of fidelity**

fidelity shall protect its infrastructure and the data of the Users through appropriate measures and shall treat the data entrusted to it as strictly confidential.

fidelity implements best practice security measures to ensure confidentiality, availability and integrity of infrastructure and data under its control.

fidelity implements the "fidelity data protection policy".

fidelity employs best efforts to provide an uninterrupted availability of its services.

fidelity may block Users from access to the Services if they violate these T&C, are suspected of misusing the Services, or if the security of the Services is or could be compromised.

For use of the Services, transfer of personal data derived from the identification document to the QTSP is required. The practice statement explains which data is transferred.

User agrees that fidelity may engage third parties for providing Services and that data of the User may be disclosed to the extent necessary to provide and improve the Services. The third party may process data of the User solely in accordance with the instructions provided by fidelity.

fidelity shall be responsible with regards to applicable data protection law. fidelity may make changes to its Services and the T&C at any time.

#### 5. **Liability**

In the event of grossly negligent or intentional breaches of contract, fidelity shall be liable for proven damages, unless it can prove that it was not at fault. Liability for damages resulting from simple negligence, as well as for indirect damages, consequential damages, unrealised savings, lost profits or data losses shall be excluded to the extent legally permitted. In particular, fidelity shall not be liable for any damages arising in connection with software or hardware used by the User. Liability for auxiliaries and substitutes of fidelity, as well as for the conduct of third parties is expressly excluded, where legally possible.

#### 6. **Intellectual property**

By accepting the T&C, User is granted the non-transferrable, non-exclusive right to the use the Services. fidelity shall be the exclusive owner of all intellectual property rights in relation to the Services; usage of the Services shall not confer upon the User any rights in the intellectual property of fidelity: All rights to existing intellectual property, or intellectual property created during the performance of the contract, in relation to the services and products of fidelity shall remain vested with fidelity or the applicable third party rights holder. All texts and other assets (such as images and sounds) are protected by copyright and may not be used, whether in whole or in part without the express prior consent of fidelity.

If User infringes intellectual property rights of fidentity or third parties and claims are brought against fidentity, the User shall indemnify and hold fidentity harmless.

**7. Entry into force, term and termination**

The contract between fidentity and the user concerning use of the Services is concluded by the user opting into the present T&C and subsequently completing the Registration.

**8. Severability**

In the event that any contractual provisions between the parties should be or become invalid, this shall not affect the validity of the remaining contractual provisions. The invalid provision shall be replaced by a provision that most closely reflects the economic purpose of the invalid provision.

**9. Applicable law**

Swiss law shall apply exclusively. The provisions of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention, "CISG") shall not apply.

Subject to any legally mandated places of jurisdiction, the exclusive place of jurisdiction shall be Zurich.

**10. Contact**

Inquiries may be directed to [info@fidentity.ch](mailto:info@fidentity.ch).