



BUSINESS PORTAL ENVIRONMENT CONDITIONS OF USE

1. ACCEPTANCE OF THE TERMS & CONDITIONS

These Terms & Conditions govern the access to the Business Portal provided by Belgian Mobile ID, having its registered seat at rue du Marquis / Marquisstraat 1, 1000 Brussels, Belgium (BCE Nr. 0541.659.084), VAT number BE 541.659.084 and the use of all documentation and intellectual property rights related thereto.

Please read these Terms & Conditions carefully before registering into the Business Portal and keep them for your records. By using and/or accessing the Business Portal you confirm that you are legally bound by these Terms & Conditions, as amended from time to time. In addition, when accepting the Terms and Conditions as a representative of a legal entity, You confirm and guarantee that you are legally entitled to represent such entity for the purposes of this Agreement and that that entity is legally bound hereby.

These Terms & Conditions are notwithstanding any rights or obligations that would arise from any other agreements that could exist between the Parties, such as a Customer Agreement.

In particular, it is possible that the Business Portal is used in relation to rights and obligations (e.g. as a communication means) contained in the Customer Agreement. In such case, this Agreement only governs the technical use of the Business Portal, in case a clause of this Agreement has the same subject matter as a clause in the Customer Agreement and such clause would be incompatible, the Customer Agreement shall prevail, this includes without being limited thereto, clause 5 – Confidentiality obligations and clause 9 – Liability.

2. DEFINITIONS

The capitalized terms in these Terms & Conditions shall have the following meaning:

- **Agreement or Terms & Conditions:** the present Terms & Conditions (including the corresponding Privacy Policy) between You as the Potential Customer or Customer and Belgian Mobile ID;
- **Belgian Mobile ID:** Belgian Mobile ID S.A./N.V., having its registered seat at rue du Marquis / Marquisstraat 1, 1000 Brussels, Belgium, BCE Nr. 0541.659.084;
- **Business Portal:** the web application made available by Belgian Mobile ID to a Potential Customer or a Customer (i) to test the itsme[®] Services, (ii) to access documentation made available to it by Belgian Mobile ID (including technical documentation, use of brand guidelines, etc.) and (iii) in the case of a Customer, receive information on and manage its use of the itsme[®] Services.
- **Customer:** any entity having entered into or having adhered to a Customer Agreement.
- **Customer Agreement:** the agreement setting out the terms and conditions under which Belgian Mobile ID provides the itsme[®] Services to the Customer.
- **Itsme[®] Brand:** the itsme word and figurative trademarks and all names, logos, trade names, logotypes, trade designations, and other designations, symbols, and marks, that Belgian Mobile ID and/or its affiliated companies own, manage, license, or otherwise control now or in the future, anywhere in the world, whether registered or not;
- **Itsme[®] Services:** the services offered by Belgian Mobile ID, as modified from time to time (a.o. the Identification, Authentication, Confirm and Signature creation services);



- **Party:** any person bound by these Terms and Conditions, including Belgian Mobile ID, the Potential Customer and any person having accepted the Terms and Conditions;
- **Potential Customer:** any entity interested in using the itsme® Services and having entered into an agreement (such as this Agreement) to access and use the Business Portal;
- **Sandbox Environment:** the IT test environment made available by Belgian Mobile ID, as part of the Business Portal, to Potential Customers to test the itsme® Services;
- **User:** the natural person accessing to the Business Portal representing the Customer or Potential Customer, in its capacity as the user of the Business Portal or the Sandbox Environment under this Agreement.
- **You / your:** the Potential Customer or Customer.

3. DESCRIPTION AND RULES OF USE OF THE BUSINESS PORTAL

Through the Business Portal, You are able to access, among others the Sandbox environment, documentation made available to You by Belgian Mobile ID (including technical documentation, use of brand guidelines, etc.), as well as any other tools and functionalities made available from time to time by Belgian Mobile ID, as communicated in due time to You.

In particular, the Sandbox Environment accessible through the Business Portal may be provided with two sets of functionalities:

- **Standard:** provides access to You and your testers to a test environment where the standard itsme® Services may be tested, as further described in the documentation provided to You prior to receiving the access to the Sandbox Environment
- **Customized:** provides access to You and your testers to a test environment personalised based on the services You wish to use in the future and your different use cases, within the limits described in the descriptive documentation provided to You prior to receiving the access to the Sandbox Environment.

The availability of the Business Portal, as well as availability of any individual functionality, can vary from time to time. Although it will use reasonable efforts to ensure proper functioning of the Business Portal and all integrated functionalities, Belgian Mobile ID does not guarantee any standard of availability or specific performance regarding the Business Portal or any individual functionality.

You will, and will ensure that your Users will, use the Business Portal in a reasonable and appropriate manner and in accordance with its purpose (general management of the provided services, access to information and communication and testing of the itsme® Services).

Belgian Mobile ID reserves the right to deactivate or suspend your, or any number of individual User's, right to use of the Business Portal at any time in the event of technical issues, suspicion of improper or fraudulent use or for any other objective security or continuity reason.

You will, and will ensure that your Users will, use best efforts to ensure that no software virus is introduced to or affects the Belgian Mobile ID's IT systems as a result of the use of the Business Portal. These efforts should include safeguards for malware detection and repair software, as well as information security awareness.

You will immediately notify Belgian Mobile ID in writing of any suspected or actual security incident affecting your information systems and likely to impact the Business Portal.

4. RIGHT TO USE AND INTELLECTUAL PROPERTY

Belgian Mobile ID and its licensors are the exclusive owner(s) or beneficiary (ies) of all intellectual property rights and know-how associated with the Business Portal, any documents, information or assets made available by Belgian Mobile ID through the Business Portal and the itsme® Brand. All



copyrights, database rights and software rights in all material contained on, in or available through the Business Portal or relating thereto, including all information, source or object code, files, data, datasets, text, music, sound, photographs, graphics and video messages, and all compilations and other material is and remains the exclusive ownership of Belgian Mobile ID or its licensors.

Belgian Mobile ID grants You - for the term of the Agreement - a non-transferable, non-sub-licensable, royalty-free, worldwide, non-exclusive, revocable license to use the Business Portal, including the use of the Sandbox Environment and the documentation relating thereto for the sole purpose of managing the use of the provided itsme® Services, access to information and communication and testing of the itsme® Services in accordance with these Terms & Conditions.

This license includes:

- (a) the right to make all necessary IT developments based on and in accordance with the documentation provided by Belgian Mobile ID;
- (b) the right to connect, through the development made pursuant to the interface documentation, your IT systems to the Sandbox Environment;

Except as expressly set forth in this Agreement, You may not reproduce, duplicate, copy, sell, resell, distribute, publish, or exploit for any commercial purpose the software, content, offers, experiences, products, or services provided by Belgian Mobile ID without obtaining Belgian Mobile ID's express, prior written consent. This restriction includes any attempt to incorporate any information obtained via the Business Portal, Sandbox Environment or relating thereto into any other directory, product, or service.

Belgian Mobile ID reserves the sole right to correct any errors in the software or documentation.

Nothing contained in the Business Portal shall be construed as granting any license or right to make commercial use of any trademark, intellectual property right or copyrighted material of Belgian Mobile ID or its licensors without their prior written permission.

Under this Agreement, Belgian Mobile ID grants You the right to use the Business Portal without any warranty of any kind, including without any warranty as to the intellectual property rights of third parties. Belgian Mobile ID may terminate the Agreement at any time at its sole discretion in the event of an alleged or actual infringement of third party's intellectual property rights out of the use of the Business Portal.

5. CONFIDENTIALITY OBLIGATION

Confidential Information means any information which is disclosed by a Party (the Disclosing Party) to the other (the Receiving Party) or which the Receiving Party otherwise obtains knowledge of through or as a result of its relationship with the other Party, in any form, relating to (i) the current or future activities, strategy, products, clients, legal situation, trade secrets and/or finances of that other Party or of any of its suppliers, clients, distributors or customers, or (ii) this Agreement or any of the agreements or transactions contemplated hereby.

Confidential Information shall, however, not include (x) information or material which at the time of its disclosure, or thereafter becomes (through no fault of the Receiving Party or its Authorized Recipient (as defined below)) part of the public domain, or (y) information or material which was known to the Receiving Party, its affiliates or its Authorized Recipient (as defined below) at the time of disclosure and was not obtained, directly or indirectly, under a confidentiality obligation.

The Receiving Party undertakes with respect to all Confidential Information to:

- (a) keep the Confidential Information secret and not disclose or copy any of it, in whole or in part, to any person other than (i) with the prior written consent of the Disclosing Party or (ii) to its directors, officers, employees, auditors or advisors (together the Authorized Recipients), but then only on a strict need-to-know basis and on the basis that the Authorized Recipients



themselves are bound by confidentiality obligations at least as stringent as the ones under this Agreement;

- (b) solely use the Confidential Information for the purposes of evaluating or implementing its potential commercial cooperation with the other Party, performing its obligations or exercising its rights under this Agreement or in case of a Customer, the Customer Agreement. The Receiving Party shall in any case never use the Confidential Information in any way that could be detrimental for the other Party;
- (c) treat any doubtful information as confidential until any doubts concerning its nature are resolved and could be reasonably evidenced, after reasonable enquiry; and
- (d) without prejudice to its record-keeping obligations under law, to forthwith and promptly return or, at the direction of the Disclosing Party, destroy, any and all Confidential Information, together with any copies derivative works, whether or not authorized, that may have been made, and provide Belgian Mobile ID with written confirmation that all notes, memoranda, analyses, reports, presentations, plans, evaluations or other documents or data involving Confidential Information, have been destroyed, upon the written request of the Disclosing Party.

The paragraph (d) will not apply to Confidential Information stored in electronic back up(s), which will be destroyed according to the foreseen schedule of destruction for such back up.

The Receiving Party may, however, at any time disclose Confidential Information (or permit the disclosure of Confidential Information) (i) as required by law, a court order or any competent regulatory body; or (ii) in Court or arbitration proceedings to the extent necessary for the Receiving Party to enforce its rights towards Belgian Mobile ID. In such case, to the extent legally possible, the Receiving Party undertakes to subject the disclosure to appropriate confidentiality undertakings and to inform the Disclosing Party before it communicates any Confidential Information.

All Confidential Information is, and shall remain, the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting one or the other Party any license or any other rights with respect to their respective proprietary rights or Confidential Information.

The obligations under this Clause shall remain effective during a period of five years after execution of this Agreement and will survive the termination of this Agreement for that period, whatever the cause of termination.

6. DATA PROTECTION

Personal data provided by the User in the context of registration to the Business Portal will be processed in accordance with the Privacy Policy available here: <https://www.itsme-id.com/legal/privacy-statement>.

Should You process other personal data in the context of the use of the Business Portal (for testing purposes), the following shall apply.

You may process personal data in the Business Portal, in particular when using the Sandbox Environment, at your own risks and under your sole responsibility.

The Parties shall at all times comply with the applicable data protection laws and regulations and they shall not consciously take any action, or permit any action to be done, that may lead to a breach of the applicable data protection laws and regulations.

7. DURATION OF THE AGREEMENT

Unless otherwise agreed between the Parties, this Agreement enters into force at the date of Your acceptance of these Terms and Conditions for a duration of six months. If You have entered into a Customer Agreement in the meantime, this Agreement will continue for as long as the Customer Agreement is in force, unless terminated as described below.



The Parties may renew the Agreement by express mutual agreement.

At any time, each Party may terminate this Agreement without having to justify any specific reason and without indemnity by providing two weeks' prior written notice.

The Parties may also terminate the Agreement with immediate effect as from the date of receipt of the notice of termination as sent by one Party to the other via registered mail or delivered by a courier, in case one or more of the following circumstances arise:

- (a) in case of a material breach to this Agreement;
- (b) upon injunction of a competent authority to do so or if there is a regulatory change materially affecting the ability of a Party to perform its obligations or exercise its rights under the Agreement;
- (c) if, due to any dishonest, fraudulent, criminal, malicious or materially negligent act or omission of a Party or any person for which it is liable, in the other Party's reasonable opinion based on tangible facts, the reputation of the Party is harmed, threatened or put at risk.

In all cases where it is allowed to terminate the Agreement Belgian Mobile ID may, without prejudice to its other rights and remedies under the Agreement or any applicable law, withdraw your access to the Business Portal only, or suspend, for as long as said circumstances last, the provision of the Business Portal.

Upon termination of this Agreement, unless the Parties agree otherwise in writing, You shall immediately cease using the Business Portal and related license and documentation and shall certify to Belgian Mobile ID in writing that all copies or partial copies thereof have been deleted from every computer library and storage device under your control, are no longer in use by or on your behalf and have been either returned to Belgian Mobile ID or destroyed, it being understood that You shall be entitled to keep a copy to comply with your legal obligations, for accountancy purpose and to safeguard your legal rights under this Agreement. You hereby agree and acknowledge that You shall take any appropriate steps to retrieve any of your assets or data you had access to through the Business Portal before the termination of this Agreement.

Upon termination of this Agreement, each Party shall immediately cease using the Brand of the other Party and shall remove any reference to such Brand from its documentation or website. Expiration or termination of the Agreement shall be without prejudice to the rights and liabilities of each Party which have accrued prior to the date of termination by law or under the Agreement, and shall not affect the coming into force or the continuance in force of the provisions of the Agreement which are expressly or by implication intended to come into or continue in force on or after such termination. All such provisions shall be deemed to survive the expiration or termination of the Agreement for as long as necessary to fulfil their purposes.

8. CHANGES TO THIS AGREEMENT, THE BUSINESS POTRAL AND THE SANDBOX ENVIRONMENT

Belgian Mobile ID may at any time amend this Agreement with one (1) month prior notice to You. You will be informed of any amendment to this Agreement by e-mail, through the Business Portal or by means of another medium to which You have access.

Belgian Mobile ID reserves the right to, at any time, change or modify content, materials or information appearing on or in connection with the Business Portal, or discontinue the services related to the Business Portal or any individual functionality at any time with a reasonable notice to You. Belgian Mobile ID may add, change or remove certain functionalities to the Business Portal at any time. New functionalities might be subject to additional conditions of use that you will be required to approve before being able to use them.



9. LIABILITY

The duties and responsibilities of the Belgian Mobile ID under the Agreement shall be limited to those expressly set forth and undertaken therein.

While Belgian Mobile ID will use reasonable efforts to ensure that all information and documentation relating to the Business Portal is correct, accuracy cannot be guaranteed and neither Belgian Mobile ID nor its subcontractors assume any responsibility or liability for the accuracy, completeness or authenticity of any information.

The Business Portal and any of their components are provided on an “as available,” “as is” basis. All warranties express or implied are hereby disclaimed, including any warranty of merchantability, title/non-infringement, quality of information, or fitness for a particular purpose. No information obtained by You from Belgian Mobile ID or its subcontractors shall create any warranty not expressly stated herein. For the avoidance of doubt, regarding the availability of the Business Portal, or any individual functionality, Belgian Mobile ID will make its best efforts to ensure that but does not warrant that (i) they will operate error-free, (ii) defects will be corrected or (iii) the software is free of viruses or other harmful components.

Belgian Mobile ID is not liable for any loss (*i.e.* loss, liability, cost, claim, damages, fees, charges and expenses including all legal and other professional fees and disbursements), direct or indirect arising out of:

- any reason beyond Belgian Mobile ID’s control (including cases of Force Majeure). For the purposes of the Agreement, Force Majeure shall mean any unforeseen event which is beyond the reasonable control of Belgian Mobile ID or which may not be reasonably avoided and which prevents or delays performance, by Belgian Mobile ID or any person acting on its behalf, of any of its obligations under this Agreement, including natural disasters, outbreak or escalation of hostilities (whether or not war has been declared), hacking or internet attack that could not be prevented with reasonable security measures, or any other unlawful act against public order or authority, unpredictable acts of the authorities, strike or other labour dispute, government restraint, power or communications disruption, suspension of payments, insolvency, receivership, administration, bankruptcy or liquidation of any third party;
- fraudulent action of a third party, including hacking and/or the spread of computer viruses, bugs or any other malware, malfunctions or errors.

Without limiting the foregoing, under no circumstances shall Belgian Mobile ID or its subcontractors be liable for:

- any indirect, incidental or consequential loss, including but not limited to, loss of or damage to clientele, loss of data, loss of earnings, loss of profits, disruption of business, claims from third parties, reputation or expected savings even if Belgian Mobile ID was advised or was otherwise aware or should have been aware of the possibility or likelihood of such losses and regardless of whether the cause of action is in contract or in tort (including negligence) or otherwise and regardless of whether any limited remedy provided hereunder is determined to fail in its essential purpose;
- any direct loss other than caused exclusively by Belgian Mobile ID’s own gross negligence or willful misconduct, save in the case of death or physical injury;

To the extent permitted by law and notwithstanding any provision contained in the Agreement to the contrary, the aggregate liability of Belgian Mobile ID under the Agreement for any and all losses suffered or incurred by You shall not exceed €25,000 (twenty five thousand Euros).

This Chapter applies regardless of the legal grounds or nature of the claim.

Nothing in the Agreement limits or excludes any liability for death or personal injury caused by one Party to a physical person(s) for which the other Party can be considered as responsible, or otherwise to the extent that such limitation or exclusion is not permitted by law.



10. GOVERNING LAW AND JURISDICTION

This Agreement is governed by Belgian law, with the exception of Belgian conflict of laws rules.

In the event of disagreement, dispute or claim arising of or in connection with this Agreement, the Parties shall attempt to resolve the matter through good faith negotiations and discussions. This is without prejudice to the Parties' right to seek interim relief (in Dutch: "in kort geding" or "zoals in kort geding"; in French "en référé" or "comme en référé") from a court or competent jurisdiction whenever necessary to prevent serious and irreparable harm to a Party.

The Commercial Court of Brussels shall have exclusive jurisdiction with respect to all disputes relating to the validity, the interpretation, the performance or the termination of the Agreement that were not resolved through good faith discussions.

11. GENERAL PROVISIONS

This Agreement may not be assigned or transferred by You, without the prior written consent of Belgian Mobile ID. Belgian Mobile ID may assign its rights and transfer its obligations at any time provided it ensures that Your rights are still adequately safeguarded after that transfer.

If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, all parties shall be relieved of all rights and obligations arising under such provision but only to the extent that such provision is invalid, illegal or unenforceable and provided that each such provision shall be modified to the extent necessary to make it valid, legal and enforceable whilst preserving the intent of the parties. All other provisions of these Terms & Conditions shall be regarded as fully valid and enforceable unless otherwise proved.

Except as provided herein, these Terms & Conditions constitute the entire agreement between You and Belgian Mobile ID pertaining to the use of the Business Portal. Certain provisions may be superseded or added to by designated legal notices or terms located on particular pages, applications, tools or other materials that you may access within the Business Portal.

This Agreement is limited to the terms and conditions governing the technical use of the Business Portal and shall not have any effect on rights and obligations arising from other agreement that might exist between the Parties such as a Customer Agreement.

Belgian Mobile ID's failure to enforce any provision of this Agreement or any additional terms shall not be deemed a waiver of such provisions nor of its right to enforce such provision.