



# **Product Specific Terms itsme® Services**

Last Updated: 2024-02-01

THESE PRODUCT SPECIFIC TERMS ITSME® SERVICES ARE INCORPORATED INTO THE AGREEMENT UNDER WHICH NITRO HAS AGREED TO PROVIDE THE SERVICES AND APPLY IF YOU HAVE SIGNED UP FOR ITSME® SERVICES (AS DEFINED IN SECTION 1 BELOW) AND AS SET OUT IN THE ORDER FORM WHICH ALSO INCORPORATES THE [TERMS OF SERVICE FOR NITRO SIGN PREMIUM AND NITRO IDENTITY HUB](#).

PLEASE VISIT OUR [GENERAL PRODUCT SPECIFIC TERMS PAGE](#) IF YOU ARE LOOKING FOR OTHER PRODUCT SPECIFIC TERMS APPLICABLE TO OTHER SPECIFIC NITRO SERVICES.

## 1. Definitions

Capitalized terms used in these Product Specific Terms itsme® Services and not separately defined herein, shall have their respective meanings ascribed to such terms in the [Nitro Terms of Service for Nitro Sign Premium and Nitro Identity Hub](#). As used in these Product Specific Terms itsme® Services, the following terms shall have the following meanings:

“**Identity Data**” means information relating to an end user's identity;

“**itsme® App**” means the Mobile-App developed by itsme®;

“**itsme® Brand(s)**” means the word and figurative trademarks which are registered in the Register of the Trade Marks and Design Registration Office of the European Union under filing number 15761752 and in the Register of the Benelux Office for Intellectual Property under number 994231 and all names, logos, trade names, logotypes, trade designations, and other designations, symbols, and marks, that itsme® own, manage, license, or otherwise control now or in the future, anywhere in the world, whether registered or not;

“**itsme® Services**” has the meaning given in Section 2.2;

“**Mobile-App**” means the application software designed to run on a smartphone;

“**Operation**” means any operation made by the end user with the itsme® App (Authentication (login), Identification (share data), Confirmation (confirm) or Signing);

“**Personal Data**” has the meaning as ascribed in the applicable data protection laws and regulations;

“**Transaction**” means any transaction between an end user and a Customer for which the itsme® Services are used;

“**Transaction Context**” means the data communicated by Customer that the user has to visualize before approving a Transaction with such Customer.



## 2. itsme® Services

**2.1.** Nitro will provide the itsme® Services as indicated in these Product Specific Terms itsme® Services to Customer in consideration of the fees paid and under the terms and conditions provided in the Agreement including without limitation the Order Form, the Terms of Service and these Product Specific Terms itsme® Services.

**2.2.** The “itsme® Services” can include the following services:

- a. **Signing Service (Qualified Electronic Signature):** Qualified Electronic Signature (QES): Advanced Electronic Signature that meets the requirements as in Directive 1999/93/EC [i.19], article 5(1), i.e. is based on a Qualified Certificate (this ensures that the Certificate cannot be falsified) and is created by a Qualified Signature Creation Device (this ensures that the private key can only be activated by the subject of the Certificate);
- b. **Identification (or Share data) service:** consisting in the provision of some elements of Identity Data regarding the end user;
- c. **Authentication Service (or Login):** consisting in the confirmation that an end user wishing to log in the Nitro environment has correctly used the authentication factors associated to that end user. That confirmation does not guarantee that such end user is effectively the person they declare to be at the time of the logging, but that the itsme® has verified that the authentication factors linked to that end user have been correctly used at the time of the login
- d. **Confirmation Service (or Confirm):** consisting in the confirmation of the consent of an end user to a specific Transaction with such end user. The confirmation of the approval by an end user of a Transaction does not guarantee that such end user is effectively the person they declare to be at the time of the Transaction, but that (i) for the Transaction concerned, it has been verified that the authentication factors were correctly used by the person confirming the Transaction and that (ii) the person confirming the Transaction was provided, at the time of his/her approval, with the Transaction Context.

**2.3.** The itsme® Services can be offered in different packages, (such as Full Check-in package, combining the Identification and Authentication Services), or the from check-in to check-out package (combining the Identification, Authentication and Confirmation Services), as further detailed in the pricing conditions.

**2.4.** Nitro shall use its reasonable efforts to provide access to the itsme® Services. All of the itsme® Services will be performed on the basis of a reasonable-efforts obligation.



- 2.5. The agreement between Nitro and Customer shall consist in the Agreement and the pricing as set out in the Order Form agreed between Nitro and Customer.
- 2.6. All fees related to the itsme® Services are subject to automatic yearly indexation at the 1st of January each year in accordance with a percentage equivalent to the aggregate percentage increase of 80% of the “[Agoria Referteloonkostenindex Digital](#)” index or if the Agoria index is no longer published, the index replacing it and reflecting actual costs and parameters. A negative index shall have no impact on the fees. The base index taken is the index applicable three (3) months before the signing of the Order Form.
- 2.7. Nitro reserves the right to change these Product Specific Terms itsme® Services at any moment in time by notifying Customer. Such modification might for example be necessary due to edits and/or additions pushed by third party providers involved in the provisioning of the itsme® Services. In the event the Customer does not accept such new version of the Swisscom Signing Service Product Specific Terms, then Customer shall immediately cease the use of the Swisscom Signing Service without any liability or damages to Nitro.

### 3. Integration of the stand-alone itsme® Services

- 3.1. Nitro is also permitted to resell specific stand-alone itsme® Services. Such stand-alone itsme® Services are described in Section 2.2 (Identification, Authentication and Confirmation Services) that are not integrated in the Nitro Services. For such specific stand-alone itsme® Services, Customer acknowledges and agrees to comply with the following provisions:

3.1.1. Customer shall be permitted to integrate the stand-alone itsme® Services into Customer’s standard solution. Customer ensures the technical integration of the stand-alone itsme® Services and the itsme® App into the solutions it offers to its end users in accordance with the technical documentation communicated by Nitro (or Belgian Mobile ID) or as published via <http://business.itsme.be> among others: (i) Customer shall develop, configure and implement the interfaces between the Belgian Mobile ID IT systems on the one hand and Customer’s IT systems on the other hand that will ensure the interoperability between the Belgian Mobile ID IT systems and Customer’s IT systems necessary for users to be able to use the stand- alone itsme® Services. Customer warrants that any and all security measures, as updated from time to time in accordance with the best practices and industry standards, are and will be implemented within Customer’s IT systems, in order to protect in a professional and adequate manner all elements of Customer’s IT systems against virus infections, malfunctions and fraudulent use and in order to prevent any infection of the Belgian Mobile ID IT systems by Customer or the users. Customer shall implement into its solution the necessary buttons and displays so that end users can easily use the stand-alone itsme® Services. The aforementioned interfaces shall be developed, configured and implemented in



accordance with the technical documentation notified from time to time by Nitro or Belgian Mobile ID to Customer. Customer shall ensure: (i) that it holds all necessary Intellectual Property Rights to develop, configure, use and implement the interfaces; and, (ii) that the users and, to the extent where this applies, Nitro and Belgian Mobile ID shall have a valid right to use such rights and the interfaces without any costs for the purpose of providing the itsme® Services. In no event shall Nitro or Belgian Mobile ID be liable to any person or entity for any problem regarding, arising out of or in connection with the development, configuration, implementation and/or use of the interfaces between the Belgian Mobile ID IT systems and Customer's IT systems.

- 3.1.2. Nitro will inform Customer as soon as possible of any optional or mandatory upgrade/update of the itsme® Services which requires an action from Customer (modification to the interfaces, for instance). If the upgrade/update is mandatory for security or business continuity reasons, Customer shall implement the changes as soon as possible within a reasonable timeframe. In all other scenarios, Customer will be granted twelve (12) weeks, or any other longer period as reasonably determined by Nitro or Belgian Mobile ID and communicated to Customer, to implement the requested changes.

## 4. Termination

- 4.1. In the event Customer (or any of Customer's users) violates any applicable data protection laws or regulations, Nitro shall have the right to terminate these Product Specific Terms itsme® Services (and to cease the offering of the itsme® Services to Customer) with immediate effect upon giving written notice to Customer and without any liability, including without having to compensate any damages to Customer.

## 5. Data protection

- 5.1. In the context of the Identification Service, Customer will receive Identity Data relating to the end users. Nitro shall never disclose any element of the Identity Data which, in its reasonable opinion, is not necessary for Customer to provide its services or products and Customer shall not request any element of the Identity Data unless such data is necessary for providing its services or products.
- 5.2. The Identity Data regarding the end users have been collected by Belgian Mobile ID. In respect of the Personal Data processed in the context of the itsme® Services, Belgian Mobile ID will act as Data Controller, it being understood that as soon as the Identity Data has been communicated to Customer, Customer shall be considered as the Data Controller of all Personal Data so communicated to it.



- 5.3. Customer shall at all times comply with the relevant data protection laws and regulations and it shall not consciously take any action, or permit any action to be done, that may lead to a breach of data protection laws and regulations.
- 5.4. The disclosure, to Customer, of any element of the Identity Data is subject to compliance, at all times, by Customer, of all its obligations regarding data protection under the Terms of Service and data protection laws and regulations.

## 6. Additional obligations of the customer

- 6.1. Customer shall at all times adequately display the itsme® Brand to inform its customers and end users of the possibility to use the itsme® Services, in accordance with the branding guidelines from itsme®: <https://brand.belgianmobileid.be/d/V8Jsvxly349>.
- 6.2. Customer shall notify to Nitro of all disputes with, and claims from, an end user concerning, directly or indirectly, an Operation made by that end user. The notification needs to be provided as soon as possible (and no later than five (5) Business Days as from becoming aware of such dispute or claim).
- 6.3. Customer shall use its best efforts to ensure that Customer's IT systems are adequately protected and that no software virus is introduced into Nitro's or Belgian Mobile ID's IT systems through Customer's IT systems.

## 7. Usage verification

- 7.1. Nitro shall at all times have the right to receive, from Customer, within a reasonable timeframe, the necessary information to verify the exact use of the itsme® Services by Customer for the purposes of calculating or verifying the amount of the fees due for the itsme® Services.
- 7.2. Where Customer uses the itsme® Services on a stand-alone basis, all rights granted under this section to Nitro are equally granted to Belgian Mobile ID, strictly limited to the itsme® Services.

## 8. Intellectual property rights

- 8.1. In its capacity as licensee of the itsme® Brand, Nitro grants to Customer a non-exclusive, non-assignable, non-transferable right to use, for the Term of the Agreement, the itsme® Brand(s) for the sole purpose of Customer's exercise of its rights or performance of its obligations under the Agreement.
- 8.2. Customer is only allowed to use the itsme® Brand(s) in accordance with Belgian Mobile ID's guidelines and instructions (including the branding guidelines as available via



<https://brand.belgianmobileid.be/d/V8JsvxIYy349>, as may be amended from time to time by Belgian Mobile ID. Customer shall not display the itsme® Brand(s) in any manner that could jeopardize the validity, distinctiveness or reputation of the itsme® Brand(s) or that could be detrimental to Belgian Mobile ID or to Belgian Mobile ID's products and services. Customer shall not, either during the Term of the Agreement or after termination thereof, (seek to) register or use any trademark, logo, trade name, other distinctive sign or design or other artwork that is identical or similar to or derived from the itsme® Brand. The itsme® Brand may not be used in connection with any illegal activity, or in connection with any other activity as may be notified by Belgian Mobile ID from time to time. Any and all goodwill associated with the itsme® Brand shall inure to the benefit of Belgian Mobile ID unless otherwise provided.

## 9. Liabilities and indemnification

- 9.1. For the avoidance of doubt, and without prejudice to any specific (more extensive) limitation of Nitro's liability as set out in these Product Specific Terms itsme® Services, the Section in respect of limitation of liability in the Nitro Terms of Service shall also be applicable to these Product Specific Terms itsme® Services and the itsme® Services in general.
- 9.2. Customer shall not make any claim against Belgian Mobile ID nor shall it take any other action to hold Belgian Mobile ID in any way liable with respect, directly or indirectly, to actions or omissions of Nitro.

[END OF PRODUCT SPECIFIC TERMS ITSME® SERVICES]

