



itsme Additional Terms

If Entrust provides Customer the ability to use the Itsme Services in connection with one of Entrust's Hosted Services, the Agreement between Entrust and Customer will include these Additional Terms. Customer acknowledges that Entrust is mandatorily obligated by Belgian Mobile ID to impose and enforce these Additional Terms on all Customers using Itsme Services.

1. **Additional Definitions.** Capitalized terms in these Additional Terms have the following meanings. Capitalized terms not defined herein have the meanings given to them in the Entrust General Terms and Conditions available at <https://www.entrust.com/general-terms.pdf>.

1.1. Additional Terms: the terms in this document.

1.2. Belgian Mobile ID: the supplier of the Itsme Services, having its principal place of business at Place Sainte-Gudule 5 - 1000 Brussels, BCE no. 541.659.084.

1.3. End User(s): the natural person whose identity the Customer wishes to verify using the itsme Services.

1.4. Identity Data: information about an End User's identity (name, surname, address, date and place of birth, etc.).

1.5. Itsme App: the mobile application, part of the Itsme Services, as developed by Belgian Mobile ID.

1.6. Itsme Services: the identity verification and electronic signing services of Belgian Mobile ID.

1.7. Operation: any operation made by the End User with the Itsme Services and/or Itsme App.

1.8. Personal Data: has the meaning set out in the latest version of Entrust's customer data processing agreement ("DPA"), which is available at <https://www.entrust.com/legal-compliance/data-privacy>).

1.9. Data Protection Laws: has the meaning set out in the latest version of Entrust's customer DPA, which is available at <https://www.entrust.com/legal-compliance/data-privacy>).

2. **Transmission of Identity Data Relating to the End-Users and Aspects of Data Protection.**

2.1. Customer acknowledges that the disclosure of any element of the Identity Data to Entrust for transmission to Customer shall be subject to prior approval from Belgian Mobile ID. Belgian Mobile ID has the right not to disclose any element of the Identity Data which, in its reasonable opinion, is not necessary for Customer to provide its services or products. Customer shall not request any element of the Identity Data unless such data is necessary for providing its services or products. If Belgian Mobile ID refuses to disclose any element of Identity Data, Entrust shall not be liable for not transmitting such data. Should Belgian Mobile ID and Customer not find an agreement on which element of the Identity Data can be disclosed to Customer, Entrust will be relieved of the obligation to provide the Itsme Service to Customer.

2.2. Entrust and Customer will respectively ensure the integrity and the confidentiality of all data that they communicate to each other until those data are effectively delivered to the other party. They shall use their reasonable efforts to prevent any unauthorized access, interference or attack during their communications to each other. They shall at least use generally accepted standards to that purpose.

2.3. 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 (within the meaning of the Data Protection Laws), it being understood that as soon

as the Identity Data has been communicated to Customer, Customer shall be considered as the data controller (within the meaning of the Data Protection Laws) of all Personal Data so communicated to it (without prejudice to Belgian Mobile ID's right to continue using the same Personal Data for its own activities).

- 2.4. Customer shall at all times comply with the relevant Data Protection Laws and it shall not consciously take any action, or permit any action to be done, that may lead to a breach of the Data Protection Laws.
- 2.5. Customer shall stop the processing of the Personal Data received through the Itsme Services and relating to one End User as soon as it is informed by Entrust that the End User concerned has exercised its rights to have his/her Personal Data erased from the Belgian Mobile ID's database, unless it has another legal ground to continue processing the relevant data.

3. User Experience.

- 3.1. If and insofar Customer will use the Itsme brand, the following will apply. Customer shall at all times adequately display the Itsme brand to inform its clients of the possibility to use the Itsme Services, in accordance with the instructions and guidelines from Belgian Mobile ID as notified by Entrust.
- 3.2. The Customer shall endeavour to notify Entrust as soon as possible, and if possible within five (5) Business Days as from becoming aware of such dispute or claim, about all disputes with, and claims from, an End User concerning, directly or indirectly, an Operation made by that End User.
- 3.3. Customer shall comply with all reasonable instructions and guidelines from Entrust and/or Belgian Mobile ID regarding the presentation and functioning of the Itsme Services (Itsme button, technical requirements, functional flows, etc.).

4. Intellectual Property Rights.

- 4.1. In its capacity as licensee of the Itsme brand, Entrust grants to Customer, and Customer hereby accepts from Belgian Mobile ID, a non-exclusive, non-assignable, non-transferable right (without the right to sub-license) to use, for the duration of the Agreement, the Itsme brand(s) for the sole purpose of the Customer using the itsme Services in accordance with the Agreement including these Additional Terms.
- 4.2. Customer is only allowed to use the Itsme brand(s) in accordance with Belgian Mobile ID' guidelines and instructions (including the branding guidelines), as may be amended from time to time by Belgian Mobile ID or as notified by Entrust to Customer.¹ 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' 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.
- 4.3. Customer authorizes Belgian Mobile ID to use the Customer brand, name and url ("Customer Brand") for the purposes of marketing and commercial communications relating to the Itsme App and the Itsme Services. This authorization will include a non-exclusive, non-assignable, non-transferable, revocable and royalty-free right for Belgian Mobile ID to display or use the Customer Brand, without the right to sublicense, solely for the purpose of marketing the Itsme App and the

¹ <https://brand.belgianmobileid.be/d/V8JsvxIYy349>



Itsme Services towards potential or actual users of the Itsme App and the Itsme Services and other value added resellers and customers. Belgian Mobile ID has agreed with Entrust that it will comply with any condition or requirement imposed by the Customer for the use of its Customer Brand.

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