

## General Terms and Conditions – EKN eID

### Structure of the Agreement

An Agreement for EKN eID comprises:

- General Terms and Conditions – EKN eID
- Application Form for EKN eID

By signing the application form for EKN eID the Account Holder confirms that they have read and accepted these terms and conditions, which form part of the Agreement.

### EKN Online – GENERAL

#### 1. EKN eID – General

EKN eID is a two-factor security solution provided by the Swedish Export Credit Agency (EKN) with the support of Nexus Personal Mobile for authentication and signature in EKN's internet-based electronic system for applying for and administering the guarantee products available online (EKN Online).

EKN eID is an Electronic Identification System primarily intended for Users who do not have a Swedish ID number (*personnummer*). Use of EKN eID requires the Account Holder to apply for EKN eID for the User and install a security app on the User's mobile device (iOS and Android).

The Account Holder must take security measures that effectively prevent unauthorised access to EKN eID. The Account Holder is responsible for ensuring that Users are aware of, and abide by, all terms and conditions governing EKN eID.

An EKN eID contains amongst other information on name, surname, e-mail address and company name of the Account Holder.

#### 2. Allocation and terms and conditions for use of EKN eID

##### 2.1. Allocation of EKN eID

EKN eID is obtained on application to EKN signed by an authorised representative of the Account Holder. The Account Holder is responsible for ensuring that information provided when EKN eID is ordered is correct. A User may use its EKN eID for authentication and signature in all Business Accounts in EKN Online to which the User has user authority.

A User can only have one EKN eID. This means that a User's EKN eID can only be installed in one mobile device at a time.

Use of EKN eID requires that the User has installed a security app on the User's mobile device (iOS or Android), e.g. a smart phone. When the User has been connected up to EKN eID, they receive an e-mail with instructions and a link to download the security app. The User shall follow the instructions and select a PIN Number for use of EKN eID. If the User suspects that they have not received the e-mail with instructions correctly, they must notify EKN of this. EKN is not liable for any errors or losses caused because the Account Holder or the User has failed to notify or update the User's e-mail address with EKN.

*This is a translation of the Swedish text of the General Terms and Conditions for EKN eID. In the event of inconsistency or discrepancy between the Swedish version and the English version of these terms and conditions, the Swedish language version shall prevail. The Swedish version of General Terms and Conditions for EKN eID may be read and downloaded at EKN's website, [www.ekn.se](http://www.ekn.se).*

An EKN eID is blocked two (2) years after the date of issue, unless it is revoked before that date in accordance with the terms of these terms and conditions.

## 2.2. Undertaking to protect Electronic Identification Systems

The Account Holder and the User must take all necessary measures to protect themselves against unauthorised use of the Electronic Identification System and PIN Number. The Electronic Identification System and PIN Number are to be regarded as a valuable document and must be stored in a satisfactory manner so that no other person has the opportunity to use them. The right to use EKN eID and the PIN Number is personal and they may not be divulged to, or used by, any person other than the User. In environments where there is a high risk of theft particular caution must be exercised, and the mobile device on which the Electronic Identification System is installed must be kept under continuous supervision. The User must also use appropriate security methods for the mobile device on which the security device is installed, e.g. password.

If the User chooses to authenticate themselves using biometric information, e.g. by fingerprint stored on the mobile device on which the security app is installed, the User is under a duty to ensure that only the User's own biometric information can be used, and must, for example, ensure that no one else's biometric information is stored on the mobile device.

EKN eID may only be used for EKN Online.

The Electronic Identification System and PIN Number may not be used in breach of current legislation. The instructions provided by EKN in relation to the Electronic Identification System must be adhered to.

## 2.3. PIN Number

The User must ensure that other persons do not gain knowledge of the PIN Number, and must keep it in a secure and satisfactory manner.

The User is under a duty to

- not reveal the PIN Number to anyone else;
- electronically store or make notes about the PIN Number only in such a way that a third party would not have reason to assume that the notes relate to a PIN Number;
- not choose a PIN Number that is related in some way to the User's ID number (*personnummer*) or telephone number, the Business Account number or the like;
- not note down the PIN Number on, or otherwise store the PIN Number together with, the mobile device on which the security app is installed;
- ensure that the PIN Number does not remain in the memory of a telephone or other mobile device on which the security app has been installed;
- change the PIN Number if the User suspects unauthorised use of the PIN Number or if it is otherwise considered necessary.

The above also applies where relevant to any single-use codes, passwords, etc.

The Account Holder must draw up guidelines that ensure that Users regularly change PIN Number if the Electronic Identification System allows this, and is responsible for ensuring that Users comply with the guidelines.

The User must uninstall the security app if EKN eID will no longer be used on the mobile device on which it is installed.

### 3. Misuse or risk of misuse

EKN eID may only be used in accordance with these terms and conditions, current statutes, orders of public authorities and instructions issued by EKN, e.g. on its website. This means, for example, that the Account Holder and User may not use EKN eID in such a way that the Account Holder or the User:

- commits a criminal act;
- processes personal data in breach of the rules governing personal data protection; or
- purports to be someone else, acts without authorisation or otherwise gives an inaccurate description of their association with another person or organisation.

The Account Holder and the User must immediately contact EKN if

- there is suspicion of misuse of the User's Electronic Identification System;
- there has been unauthorised use of the User's Electronic Identification System;
- other persons have had access to the User's Electronic Identification System; or
- name or e-mail address is incorrect in the EKN eID.

### 4. EKN' right to block a User

EKN reserves the right to block an EKN eID on any of the following grounds:

- risk that the User cannot use EKN Online or EKN eID securely, e.g. for technical reasons;
- suspicion of actual or potential unauthorised use of the User's EKN eID;
- suspicion that the User has acted in breach of these terms and conditions or in breach of statute, order of a public authority or instructions issued;
- EKN's collaboration with a third party in respect of EKN eID has terminated in whole or in part, or
- applicable law or decision by a judicial body or authority makes it difficult or impossible for EKN to provide EKN eID.

The User will be informed of the block and the reasons for it before it is activated or as soon as possible after it has been activated, unless such information would jeopardise objectively justifiable security considerations or contravene law or statute.

EKN's action as described in the first paragraph may not continue for longer than is defensible in light of the circumstances, and must be proportionate.

### 5. Technical conditions

#### 5.1. Equipment and access conditions

EKN is not responsible for acquiring, maintaining or paying for mobile device and other technical equipment, mobile phone subscriptions or any other subscriptions etc. which may be needed for the use of EKN eID.

Use of EKN eID may cause mobile phone subscriptions to be charged with data traffic charges. EKN is not in any case responsible for data traffic charges or other costs that the Account Holder or the User may have in connection with the use of EKN eID.

## 5.2. Support

EKN eID may normally be used for authentication and signature in EKN Online 24-7. However, EKN does not guarantee that the Electronic Identification System is free of errors or interruption during this period.

EKN shall rectify any errors or interruptions in EKN eID during EKN's normal working hours, as swiftly as the circumstances warrant.

EKN may engage a third party for support and operation of EKN eID.

At regular intervals EKN or a third party carries out maintenance and upgrades of EKN eID, which may result in interruptions, delays or errors in EKN eID. EKN endeavours always to give advance notice of planned maintenance, but cannot guarantee that EKN Online will always be available. In addition, the Electronic Identification System may contain errors and bugs that may cause interruptions and errors. The Account Holder understands this, and if EKN asks for help to identify errors or the like, the Account Holder and the User must assist EKN to a reasonable extent.

The Account Holder's use of EKN eID is also dependent on services from third parties. EKN is not responsible for the performance or function of such services, even if they impact the User's use of EKN eID.

EKN provides support during its normal working hours. Support outside normal working hours requires separate agreement between EKN and the Account Holder.

The Account Holder and the User must use their endeavours to ensure that support can be carried out in the intended manner at the appointed time.

## 6. Responsibility and obligations

### 6.1. The Account Holder's responsibility

Use of EKN eID takes place at the Account Holder's own responsibility and own risk.

Among other things, the Account Holder is responsible for the risk that EKN eID is misused or incorrectly used or handled by the User. Hence, the Account Holder cannot hold EKN liable for loss, injury or damage arising as a consequence, *inter alia*, of such events.

It is incumbent on the Account Holder to ensure that the User is aware of these terms and conditions for EKN eID and that all Users comply with them, including instructions in the help texts shown on the screen in EKN Online. The Account Holder and the User are thus responsible for ensuring compliance with, amongst other, the terms and conditions set out in section 2 and 3 above, including the terms and conditions about protecting the PIN Number, reporting unauthorised use to EKN and ensuring that EKN eID is used only for EKN Online.

It is incumbent on the Account Holder to obtain the User's consent to forwarding of their personal data, including ID number (*personnummer*), to EKN.

### 6.2. Limitation of EKN's liability

EKN is not liable to pay compensation for errors or deficiencies:

- due to errors or deficiencies in third-party software or services that may be necessary for use of EKN eID;
- because a User has revealed codes/passwords to their Electronic Identification System or otherwise made that system available;
- due to changes in the Account Holder's security system; or
- due to integration of the Account Holder's security system with other systems or software.

Nor is EKN liable for loss, injury or damage due to:

- Swedish or foreign enactment or act of a Swedish or foreign public authority;
- shutdown, fault or deficiency in IT systems or damage to data in those systems that is attributable to events caused by the factors set out below in this paragraph, regardless of whether EKN itself or its suppliers or consultants are responsible for operation of the systems;
- natural disaster, act of war, riot, public unrest, sabotage, terror, vandalism (including computer viruses and hacking);
- strike, blockade, boycott, lockout or similar actions. This provision applies whether EKN itself is subject to, or takes, such industrial action; or
- shortage or failure of electricity supply, telecommunications or other electronic communications.

No compensation will be paid by EKN for damage arising in other cases if EKN has exercised normal care. In no case does EKN accept liability for indirect loss or damage, consequential loss or damage or claims for damages from third parties.

EKN's liability to pay compensation is limited to a total amount per instance of loss or damage of ten (10) times the "price basic amount"<sup>1</sup> (*prisbasbelopp*) under the Swedish Social Insurance Code (2010:110).

If EKN is prevented from taking any action due to the circumstances set out in the second paragraph above, the action may be postponed until the obstacle has ceased to exist.

## **7. Processing of personal data**

### **7.1. EKN's processing of personal data**

Personal data provided by the Account Holder and Users will be processed by EKN to ascertain identification of authorised users of the online service, and to deal with the Account Holder's matters at EKN throughout the guarantee process. Information about how EKN manages personal data is available at <https://www.ekn.se/en/about-ekn/processing-personal-data/>.

When the Account Holder, or another person acting on behalf of the Account Holder, provides personal data about another private individual to EKN, the Account Holder is responsible for ensuring that the person in question has the right to provide those personal data to EKN. The Account Holder also undertakes to notify those persons of the contents of EKN's information on processing of personal data.

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<sup>1</sup> The "price basic amount" (*prisbasbelopp*) is a fixed financial amount, which is used, *inter alia*, for the calculation of different benefits or fees. The price basic amount is calculated based on the change in the consumer price index and established for the entire calendar year by the government.

**8. Change in the service and amendments to the General Terms and Conditions for EKN eID**

EKN Online provides the possibility for Users to, amongst other Electronic Identification Systems and after approved application, use EKN eID for authentication and signature in EKN Online. EKN may at any time increase or limit the possibility to use EKN eID without prior notice.

EKN is entitled to amend the General Terms and Conditions for EKN eID with immediate effect. Information about amendments will be provided via EKN Online or in some other manner. However, notification need not be given if the amendments are of limited importance.

**9. Termination of the agreement**

The Agreement takes effect the day the Account Holder signs the Application Form and EKN has accepted the application for an EKN eID, and applies until further notice.

The Account Holder is entitled to terminate the Agreement by giving EKN written (by post or e-mail) or oral notification of this. If oral notification is given, this must be followed by written confirmation (by post or e-mail) by the Account Holder. EKN shall block the User's EKN eID without delay after termination of the Agreement by the Account Holder.

EKN provides EKN Online and EKN eID as a service, and there is nothing to prevent EKN from restricting it or ceasing to provide them. This agreement terminates when EKN permanently block the User's EKN eID.

When the agreement has terminated, the User may no longer use the EKN eID for authentication and signature in EKN Online, and the User's details will be removed to the extent that this is not contrary to law or statute or is otherwise required for EKN's processing of ongoing or completed matters.

**10. Intellectual property rights**

Use of EKN eID in no way implies an assignment or transfer of intellectual property rights to an Account Holder or User.

All intellectual property rights concerning EKN eID, EKN's website etc., such as copyright, related rights, non-profit rights, trade secrets and know-how, rights to databases, trade marks, brands, business names, rights under marketing legislation, and all other intellectual property rights, regardless of whether they are registered or registrable, and all applications for any of the aforementioned rights, as well as the right to apply for them, and all rights and forms of protection that are of a similar nature or that have a similar effect to them anywhere in the world, are and remain the property of EKN or a third party.

**11. Notices**

Unless otherwise specifically stated, all communication in relation to the Agreement must be in writing, include a reference to the relevant Agreement, the matter and/or the Account Holder or the User (as the case may be) and must be sent by letter, e-mail or, when possible, via EKN Online.

All notices and documents provided and other communication that takes place in conjunction with the Agreement must be in Swedish or English or be provided with a correct translation to Swedish or English. In these cases the Swedish or English translation (as the case may be) will apply as between the parties.

The addresses of the relevant parties for communication purposes in relation to the Agreement are those stated in the application form for EKN eID, or later communicated by a party to the other parties, giving at least five Banking Days' notice of any change of address.

All notices and documents provided and other communication that takes place in conjunction with the Agreement will be deemed to have been received by the recipient:

- (a) if EKN Online is used, when duly submitted;
- (b) if sent by e-mail, when received in readable form; or
- (c) if sent by post, when received at the relevant address or five Banking Days after dispatch in a stamped envelope to the addressee at their address; and

if a specific department or official should be stated as part of the address, the notice is addressed to that department or official.

Notices received by the recipient on a day that is not a Banking Day or after office hours at the place where the notice was sent will be deemed to have been given the following Banking Day.

## 12. Governing law

The Agreement is to be construed and applied in accordance with Swedish law. Swedish choice of law provisions do not apply, however.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be English.

Any claims against EKN arising in connection with the Agreement must be submitted to the Arbitration Institute of the Stockholm Chamber of Commerce within twelve months from the date on which the Account Holder was informed of the circumstances giving rise to the claim. If this does not occur, the Account Holder will forfeit their right to make the claim.

## 13. Definitions and explanations of terms

**Account Holder:** The private individual or legal entity specified in the application form for EKN eID, who has applied for an EKN eID for a User, and who has, or intends to acquire, a Business Account.

**Banking Day:** A day (except Saturday or Sunday) on which banks are open for normal banking transactions in Stockholm.

**Business Account:** An account in EKN Online that a business has opened so it can manage matters electronically.

**EKN:** Exportkreditnämnden (Swedish Export Credit Agency)



**EKN eID:** The Electronic Identification System that EKN offers primarily to Users who do not have a Swedish ID number (*personnummer*) and cannot use any other Electronic Identification System.

**EKN Online:** EKN's internet-based application and information system.

**Electronic Identification System:** The system used by a User for electronic identification, authentication and e-signatures.

**General Terms and Conditions for EKN eID:** The General Terms and Conditions for EKN eID in force from time to time.

**PIN Number:** A code for use of EKN eID for authentication and signature.

**User:** An individual to whom an EKN eID has been issued after application by the Account Holder to enable authentication and e-signatures on the Account Holder's Business Account.