

# General terms and conditions

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## 1. Preface and general definitions

These are the terms and conditions of Vidua. Vidua a brand name and trademark owned by Cleverbase ID B.V. Cleverbase ID B.V. (hereinafter: **Vidua** or **We**) is an ETSI/eIDAS accredited Qualified Trust Service Provider under supervision of the Radiocommunications Agency. We are established at Maanweg 174, 2516 AB The Hague end registered at the Chamber of Commerce (Kamer van Koophandel) under number 67419925. Vidua also is the brand under which We deliver our services to you as a user.

Vidua creates and maintains a platform for digitalization of internal and external business operations. With Vidua you can log in securely, and in the future, securely store, sign and exchange formal information. This is easily done with a pin code via your own phone.

### 1.1 Which definitions do we use in this document?

Terms and definitions sometimes contain terms that may not be easily understood by everyone. Because we think it's important that our terms and conditions are understandable for anyone, we'll explain the most important concepts first.

**Subscriber:** a natural person or legal entity who is part of an agreement with Vidua. The subscriber enters into an agreement with Vidua on behalf of one or more Certificate Holders. At the domain Citizen, subscribers and Certificate Holders are always the same party.

**Terms and conditions:** the arrangements described in this document, that apply to all the services provided by Vidua.

**Certificate:** an electronic confirmation that connects data for verifying an electronic signature to a particular person and confirms that person's identity.

**Certificate Holder:** an entity which will be identified in a certificate if the holder 's identity is confirmed by Vidua. The Certificate Holder will be a natural person, if the certificates are personalized.

**Cleverbase:** accredited QTSP Cleverbase ID B.V., located at Maanweg 174, 2516 AB Den Haag, registered with the Dutch Chamber of Commerce (KvK) under number 67419925.

**Digital Identity:** also known as an electronic identity; the electronic data that, through combination with or logical connection to other electronic details, serve as a unique personal reference to the owner's identity.

**User:** also known as end-user. A natural or legal person who is in possession of a Vidua certificate, but can not issue certificates themselves.

**PKIoverheid:** the Public Key Infrastructure (PKI) provided by the Dutch government, which serves to issue and manage electronic certificates.

**Trust Service Provider:** a natural or legal person who issues certificates, and provides other services regarding electronic signatures. A TSP's main purpose is to provide certificates and key information. A TSP will also be ultimately responsible for the delivery of the certification services. Cleverbase is a Trust Service Provider acting under the name Vidua.

**Trusting Party:** any natural or legal person who receives a certificate and/or acts in reliance on that certificate.

**Vidua:** brand name and trademark, owned by Cleverbase, under which all services delivered to the User are provided.

## 2. Which services does Vidua provide?

Vidua provides services under the brand name Vidua related to issuance, management and verification of certificates, information and communication according to identity and trust for PKIoverheid.

Vidua's services for secure login are made possible with certificates in accordance with national and international law (the PKI system of the Dutch government, and the European EIDAS legislation).

In order to use these services, you must first be registered as an User. After registration you will be able to use our services against payment. These services are offered with an annual subscription. As a subscriber, you will conclude a separate subscription agreement with Vidua.

## 3. When are you a User of Vidua?

### 3.1 You are a User after your registration

You are a User of Vidua upon completion of the registration process, either through the app or by visiting the Vidua office. Your registration is complete once the Vidua staff has approved your application. From that moment on, you also have obligations. You also have these obligations at the time you have not yet verified your email address. The obligations are described in these general terms and conditions. For example: providing correct and accurate data, or normal use of the platform and the services of Vidua.

For registering as a User, in some cases you may be required to pay a one-off administration fee. For more information, see paragraph 5.1.

## 4. How do you use Vidua?

After you have registered as a User of Vidua, you can start using our subscription services. If you wish to use a service from Vidua, you will need to purchase the subscription.

The content of the service, the way you should use the service and the fees for the service are described in the specific subscription agreement. You enter into this agreement after purchasing the subscription. Thus you will have to pay the costs for this subscription in advance. The subscription agreement starts when you as a User expressly declare that you wish to purchase the service offered by Vidua.

You will enter the subscription agreement for one year. See paragraph 8 for the notice periods of the subscription services.

## 5. How do you pay for your Vidua subscription?

You can pay for using Vidua as a subscriber. Vidua uses the following payment procedures and methods.

### 5.1 Registration

To become a subscriber with Vidua, you must first make sure that you are registered. Vidua may charge costs for registration. You must pay these costs in the manner Vidua determines. Vidua will inform you of this prior to registration.

### 5.2 Subscription agreement - services

From the moment you start using the service and thus have entered into the subscription agreement, the subscription period of one year starts. After that, this subscription agreement automatically and tacitly converts to a subscription agreement for an indefinite period. See paragraph 8 for the different notice periods of these subscription agreements. The fee amount is included in the subscription agreement for the specific service.

The fee that you have to pay for the purchased service is an advance payment which Vidua will collect annually by direct debit or other agreed payment method.

### 5.3 Fee change

Vidua may change the rates for the various subscription services during the term of the subscription agreement once per calendar year. As a subscriber, you will be informed by Vidua about any changes, no later than three months before the rate change takes place.

If you do not agree with the rate increase, you have to inform Vidua at least one month before the rate change will take place. The termination will then take place when the rate change occurs.

### 5.4 Other payment stipulations

All taxes, impositions, and such - under whatever name and imposed by whomever - which is related to the relationship between you as a subscriber and Vidua are at the expense of the subscriber, unless otherwise agreed in writing or a provision of mandatory law regulation.

If you, as a subscriber, fail to settle a claim after a reminder or notice of default, Vidua has the right to suspend the services until all outstanding claims of obligations have been done. Vidua shall then also have the right to hand over the claim. All costs incurred by Vidua for this purpose, such as: collection and administration costs, judicial or extrajudicial costs, and costs to be made for legal assistance and legal advice, shall in that case be at your expense as subscriber.

## 6. What should you expect from us as a User?

You can expect several things from us as a User of Vidua. Most importantly, these things include, or are related to, the issuance and management of certificates, the way personal data is handled, confidentiality and the availability of our services.

### 6.1 Certificates

Vidua uses certificates for creating electronic signatures and login. For each person, Vidua creates one or more certificates. The Dutch government and the European Union impose strict rules on the issuance of certificates. This entails obligations both for us as Vidua and for you as a user.

### 6.2 Personal data

As far as Vidua processes personal data, it processes them for the User. The purpose of processing of the personal data by Vidua is to execute the registration or subscription agreement with the User. Moreover, Vidua will comply with the applicable laws and regulations regarding privacy. In doing so, Vidua acts as set out in the privacy statement, which can be consulted via: <https://cleverbase.com/privacy-statement/>.

Without permission of the User, Vidua will not provide any information or personal data to third parties, unless Vidua is obliged to do so by a court of law due to a statutory obligation.

### 6.3 Confidentiality

Vidua undertakes to keep secret all information provided by you, the User. Only if Vidua is obliged by law or by a court of law to share this information, then We are no longer obliged to keep this information secret. Vidua also makes an exception to the secrecy obligation if the information is important to Vidua in the conduct or outcome of legal proceedings, including the disciplinary judge, criminal judge or civil judge.

### 6.4 Availability of services

Vidua will do what is commercially reasonable to ensure optimal availability and access to its services. However, Vidua does not guarantee that these services will be continuously available, accessible and error-free.

As Vidua, we will endeavour to take the necessary measures to ensure that the use and availability of our services, online applications and other applications as much as possible can be guaranteed.

In order to guarantee the use and availability as much as reasonable, Vidua will (temporarily) block or deactivate the services, online applications and other applications, or limit their use. In case this is necessary from time to time to perform preventive or regular maintenance or upgrades.

Vidua may also (temporarily) block the use and availability or disable it, if there is an actual or suspected security breach, or another emergency situation. In all these cases, you as the User have no right to claim damages from Vidua.

The certificate status information will never be unreachable for more than four hours in a row. The certificate status information will also be available after the expiration of the certificate validity period for a period that is consistent with the laws and regulations governing certificates. Vidua has a termination plan to meet this obligation.

## 7. What do we expect from you as a User?

In addition to what we have already described under "How do you use Vidua?" - we would like to mention a few more agreements in which we indicate what we expect from you as a User.

### 7.1 Correct and complete information

As a User, you guarantee the correctness and completeness of the information provided by you or on your behalf as User to Vidua. This applies at all times, i.e. during registration as well as during the use of the service(s). If it is the case that certain information is incorrect or incomplete, Vidua has the right to change the information. Vidua has the right to withdraw your registration as a User or to stop or change the supply of services. Vidua may at its own discretion determine which of the before mentioned measures in this case. Vidua will determine this in all reasonableness.

### 7.2 Devices and network

You are responsible for the appropriateness of your devices (such as cell phone, tablet, PC and laptop), software (up-to-date virus software, operating programs and other security measures), websites, data files and network (connections) to be able to use the Vidua services. In order to use Vidua, it is necessary for you to have a sufficiently modern mobile smartphone and corresponding operating system.

Vidua may make demands on the User for the proper execution of its services. The Users are responsible for the control and security procedures of the devices, software, websites, etc. used by them.

### 7.3 Certificates

Vidua builds and manages a platform for digitalization of internal and external business operations. This enables you as a User to log in securely and in the future to store, sign and exchange formal information and exchange it. The underlying technology for this service consists of certificates. If Vidua requests it, the Certificate Holder will provide all the information necessary to execute the certificate service. The Certificate Holder will provide documentary evidence in support of this information within fourteen days.

If any information in the certificate is incorrect or is no longer correct because of a change, the Certificate Holder shall immediately inform Vidua of this situation. After expiration of the validity of the certificate, the certificate can no longer be used. As Certificate Holder, you are responsible for the timely renewal of certificates. As a Certificate Holder cannot derive any rights from an internal policy, Vidua will inform the Certificate Holder about the expiration of the certificate at the end of the validity period. You are also responsible for emergency replacement if the key material is compromised or some other calamity occurs.

A certificate is issued for a predetermined purpose. As a Certificate Holder you may not use the certificate for another purpose than that for which it was issued.

The Certificate Holder prevents unauthorized use of the certificate. This implies that the Certificate Holder takes reasonable measures to ensure the confidentiality of the PIN, including at least: preventing someone else from viewing the entry of the PIN code, not writing down the PIN code, and not providing the PIN code to another person.

You, as the Certificate Holder, will withdraw the certificate as soon as possible if:

- a) the key material has possibly been compromised,
- b) the PIN code may have been compromised,
- c) you no longer have access to the key material yourself (for example: you lost your cell phone,
- d) the information in the certificate is not or no longer correct, or
- e) there is any other reason that justifies a revocation of the certificate.

After one of the above situations under a to e has occurred, as a Certificate Holder ensures that you immediately cease using the relevant key. The Certificate Holder will prevent unauthorized use of the certificate.

### 7.4 Other rules regarding the services and certificates

The User/Certificate Holder will ensure that there will be no improper or illegitimate use of the services or certificates. In any case, they will ensure that no action is taken in violation of the law or regulations, that no one is involved in committing criminal offences, and that no one is damaging the reputation or integrity of Vidua.

Furthermore, a certificate is not designated as an identity document in the Dutch Compulsory Identification Act (Wid) and therefore it can not be used to identify persons in cases where the law requires that the identity of the person in question is known and is established by means of a document designated in the Compulsory Identification Act (Wet op de identificatieplicht). Perhaps superfluously, it follows that a certificate may not be used in the provision of government services where the law requires the identity of persons with a document designated in the Dutch Compulsory Identification Act.

The User's rights under these general terms and conditions are non-transferable.

### 7.5 Trusted party

The trusted party is the recipient of the message that is provided with the certificate. He is expected to check the validity of all certificates used. If the trusted party requests the status of a certificate, then it will have to verify the electronic signature and the associated certification path. For this check, he can request the crl of Vidua (trademark of Cleverbase) on <https://pki.cleverbase.com/cleverbase3c.crl> or perform an OCSP status check. See paragraph 4.10 of the Certification Practice Statement for a further explanation of retrieving the certificate status.

Furthermore, it is recommended that the relying party is aware of the limitations of the use of the certificate, as can be derived from the certificate itself and from the Terms and Conditions.

## 8. When are you no longer a User of Vidua?

You may decide to no longer be a User of Vidua. The services you are using from Vidua and for which you have entered into a subscription agreement with us can be terminated. You must submit your termination to us by email or in writing.

### 8.1 User's right of withdrawal

After you've become a User of Vidua, you have the opportunity to revoke your registration as a user in the first 14 days after your registration. Furthermore, if you have indicated and explicitly declared that you would like to purchase a subscription service from Vidua, you also have a right to withdraw within 14 days. When purchasing both the registration and the subscription service as a User, you explicitly declare that you want Vidua to immediately start fulfilling the registration as a subscription service. In doing so, you, as a User, also declare that you now waive your right of termination as soon as Vidua has fulfilled the agreement.

If, as a User, you utilise your 14-day right of withdrawal, we as Vidua refund the administration costs for registering as a User. After using your right of withdrawal for a subscription service, Vidua will charge the annual subscription fee for the period of 14 days. Vidua also reserves the right to charge variable costs in case you do not have made normal use of the registration or services of Vidua. This includes, for example, excessive use of the platform and/or the services

of Vidua, which could cause our network or platform to become overloaded, or in case we can offer less service and quality to other Users because of the overload.

### 8.2 User's term of notice (other than the right of withdrawal)

In case you are a User of Vidua, you must take into account the following termination procedure: after we have received your termination request and this has been confirmed by Vidua by email, the subscription agreement will be terminated within one month after you have received the confirmation from us. Any amounts paid in advance will be charged and, if applicable, settled and refunded according to the period used.

### 8.3 Termination by Vidua

Vidua is entitled to discontinue service with the User when any of the following situations occur:

- if you fail to fulfill your obligations under the subscription agreement(s);
- if you have provided incorrect or incomplete information;
- if you as a User misused the services provided to you by Vidua;
- if you committed criminal or unlawful acts through the services of Vidua;
- if the manner in which you use the services of Vidua may lead to disruptions, disabling or limiting the availability or access of the Vidua services, or that Vidua might suffer damage as a result.

If a certificate is revoked by Vidua or by PKlooverheid, then your subscription agreement as a User with Vidua will continue to exist.

In certain situations you will no longer be a User of Vidua, due to circumstances on the part of Vidua. This is in the event that Vidua stops providing its services due to changes in laws or regulations, or in case there are technical or business reasons.

## 9. Other important things to consider

Here are some general conditions discussed that you, as a User of Vidua, should also take into account:

### 9.1 Modification of general terms and conditions

Vidua may be required to change its services or parts of its services due to new laws or regulations. If Vidua has to make this change to its services or other significant changes to its general terms and conditions, we will inform you as a User in advance via the website [www.vidua.nl](http://www.vidua.nl). These changes will then apply with effect from 30 calendar days after Vidua has informed you.

Vidua also reserves the right to make changes or adjustments to the Terms and Conditions. If we decide to make such significant changes or additions, we will inform you as User in advance via the website [www.vidua.nl](http://www.vidua.nl). This amendment will then apply with effect from 30 calendar

days after notification to you as a User, for all the current subscription agreements and for all the services still purchased by you.

When it occurs that certain conditions or agreements in these general conditions are not valid or can be destroyed, then that does not affect the validity of the other conditions and agreements described here. For the condition or agreement that is then no longer valid, Vidua shall have the right to propose a new condition and agreement that comes as close as possible to the content and purport of the previous agreement.

Deviation from these general terms and conditions is only possible if Vidua confirms this in writing in advance. What is then agreed upon in writing between Vidua and the User, and deviates from what has been determined here, will prevail. The rest of the terms and conditions that are not deviated, will continue to exist and be valid.

## 9.2 Liability, risks and force majeure

Vidua shall only be liable for damages suffered by the User or Trusting Party due to use of or reliance on the Qualified Certificate, when that damage is caused by a failure attributable to Vidua in complying with these general conditions. Vidua excludes all liability for indirect damages suffered by or because of a qualified certificate completely. Think for example of consequential damage and/or loss of profits such as reduced goodwill, lost profits or missed savings. The liability of Vidua is limited to the amount of €2.500.000 per case.

If you, as a User, have a dispute with a third party and as a result of this dispute Vidua becomes involved in a seizure or procedure, then you as User will have to reimburse all costs that Vidua suffers as a result of this reimbursement.

For the sake of completeness, Vidua explicitly states that it is not liable for all other forms of damage. In particular, Vidua is not liable for damage regarding certificates issued or managed by it, and also not for damage which has been caused by incorrect use by the User.

If you, as a User, assert that you are entitled to compensation, you must inform Vidua as soon as possible by email, after the damage has occurred. If you, as a User, do not report this to Vidua within three (3) months after the damage arose, then your claim for compensation expires.

As a User, you indemnify Vidua against all claims of third parties. In particular, as User you indemnify Vidua for claims of third parties for damage caused by a product that has been supplied by you as User in which a part or whole of services has been provided by Vidua. Unless you as a User can prove that the damage was caused by what Vidua delivered.

If Vidua is temporarily unable to perform its services and agreements due to force majeure, then Vidua has the right to suspend its services for the duration of the force majeure. In this case

Vidua understands force majeure to include all circumstances that hinder the performance of the services which Vidua cannot do anything about to remedy this. If, due to force majeure, it is not possible for Vidua to perform its services, Vidua will have the right to terminate the registration and/or subscription agreement(s) with you as a User in whole or in part. In doing so, Vidua cannot be obliged or compelled by the User to pay damages or a penalty.

### 9.3 Intellectual property

The intellectual and industrial property rights, such as copyrights and trademark rights, which (might) rest on the services provided by Vidua to the User, remains the property of Vidua under all circumstances. This also applies to all websites, software devices, materials or other documents that are in any way connected with these services and rights.

If there is a question concerning a transfer of intellectual or industrial property rights from Vidua to the User, then this will always have to be explicitly stated in advance and in writing in an agreement. Vidua indemnifies the User from claims by third parties regarding possible infringement of intellectual property rights by Vidua.

## 10. What do we do in case of a complaint or dispute?

These general terms and conditions have been written in accordance with the Dutch law and the Dutch law shall apply to these general terms and conditions to the exclusion of any other provisions.

If you have a complaint, we ask you to notify Vidua of this as soon as possible. Vidua will then assess your complaint seriously and try to reach a mutual solution. You can file a complaint to our customer service by sending an email to [klantenservice@vidua.nl](mailto:klantenservice@vidua.nl). As soon as possible and at the latest within ten (10) working days, we will contact you.

In case of a dispute and we do not reach a solution among ourselves, Vidua will submit this dispute to the judge in The Hague. This judge is exclusively competent to adjudicate disputes between a User as a legal person and Vidua. If you are a User of Vidua, you may submit your dispute to the judge in The Hague or to the judge competent for your place of residence.