

# Subscription Agreement for an Individual

Regarding electronic certification issued on SIM cards under *Fullgildu Auðkenni*

**Auðkenni ehf.** between **Name of person.**  
 Id. No. 521000-2790, and Id. No. xxxxxx-xxxx,  
 hereinafter referred to as **Auðkenni**, hereinafter referred to as **Subscriber**,

## 1 Introduction

Auðkenni is a certification service provider that issues electronic certificates. The certificates can be used as fully valid electronic signatures in the sense of Act no. 28/2001 on Electronic Signatures. The Subscriber agrees that the electronic certificate will be stored on his/her SIM card. The Subscriber is aware of the fact that this Agreement applies to the treatment of the electronic certificate and that the terms that apply to the SIM card do not apply to the electronic certificate.

## 2 Definitions

**Recall:** An irrevocable action that involves rendering certificates invalid before their time of validity expires.  
**Recall list:** A list of certificates that are no longer valid because they have been recalled.  
**Subscriber:** An individual to whom an electronic certificate is issued and who is authorized to use it.  
**Public key:** An encryption key which is intended for any party, to use for encrypted communication with the Subscriber. In double key encryption a public key is used both for encryption and to verify electronic signatures.  
**Private key:** A secret key which is intended for one user. In double key encryption, like in a public key environment, a private key is used both for decryption and to create electronic signatures.  
**PIN:** A personal identification number which limits access to the Subscriber's electronic certificate to him/herself.  
**Electronic certificate:** A certificate in electronic form which connects verification data to the Subscriber and confirms the Subscriber's identity. The certificate contains the public key of the certificate holder along with other data, encrypted with the certification authority's private key. The electronic certificate is used for signing, encrypting or identifying the Subscriber.  
**Registration authority:** A party responsible for verification of the Subscriber but which neither signs the certificate nor issues it, more precisely a party that delivers the electronic certificate to the Subscriber.  
**Temporary invalidation:** The state of the certificate when it is temporarily inactive either due to having not been activated or due to the certificate being checked to ascertain whether it should be recalled.  
**Certification:** A declaration given after registration has taken place confirming that the Subscriber is the individual indicated on official identification documents which were presented at registration.  
**Auðkenni's certification policy:** A document that contains the requirements which Auðkenni has imposed on itself regarding the issue and treatment of electronic certificates.

## 3 Authorization to use electronic certificates and reception thereof

### 3.1 Granting of authorization

Auðkenni gives the Subscriber authorization to use the electronic certificate during its time of validity for electronic signature, encryption or identification of the Subscriber, on the terms described in this Agreement and the general terms for electronic certificates issued as fully valid identification.

### 3.2 Limitations to authorization

The Subscriber is aware that the certificate is connected to his or her person and he or she may only use the certificate in connection with actions that concern the Subscriber him/herself.

### 3.3 Reception of certificate

Upon signature of this Agreement the Subscriber confirms reception of the electronic certificate.

## 4 Implementation of the Agreement

Registration authorities represent Auðkenni in matters relating to this Agreement as well as the employees of the Company. Registration authorities are responsible for verification of the Subscriber's identity which takes place there, but they neither sign nor issue the certificate.

## 5 Authority and responsibilities of Auðkenni

### 5.1 Service provided by Auðkenni

Auðkenni provides information about the status of electronic certificates, i.e. if a certificate is valid, if it has been recalled or temporarily invalidated. All service which Auðkenni provides in relation to the electronic certificates is in conformity with the certification policy regarding the certificates at each time. The certification policy can be accessed at [www.audkenni.is](http://www.audkenni.is). Auðkenni issues announcements on its website about all alterations to the certification policy as published. Such announcements also appear on the Subscriber's home banking website.

### 5.2 Charging

Auðkenni is authorized to collect a fee for subscription to electronic certificates. Auðkenni's list of tariffs, as it is at each time, can be found on Auðkenni's website. If the Subscriber does not pay the subscription fee on the final due date, the Subscriber shall pay late interest in accordance with the decisions of the Central Bank of Iceland according to Paragraph 1 of Article 6 of Act no. 38/2001 on Interest and Price Indexation for the period from the due date until the date of payment.

### 5.3 Service for recall at the Subscriber's initiative

During the time of validity of this Agreement Auðkenni will initiate recall of the electronic certificate, if the Subscriber requests such recall. If the Subscriber wishes to recall the electronic certificate he or she shall direct such requests to Auðkenni. If the Subscriber has lost or stopped using the SIM card on which the electronic certificate is stored the Subscriber shall direct the notification to the telecommunications company that provided the SIM card, by telephone or e-mail.

### 5.4 Auðkenni's right to unilateral recall

Auðkenni has the right to unilaterally recall electronic certificates issued on the basis of this Agreement:

- If there is information from Registers Iceland that the Subscriber's name has been changed.
- If the Subscriber is deceased.
- If there are reasonable grounds for believing that a mistake has occurred in the issue of the certificate or in the verification of the Subscriber's identity.
- If Auðkenni or the registration authority is of the opinion that the information in the electronic certificate is incorrect, e.g. that it has been altered for any reason.
- If the Subscriber changes his/her SIM card.
- If the Subscriber is not in possession of the card on which the electronic certificate is stored, e.g. due to the Subscriber having lost the card and the card having been returned to the registration authority or due to misuse of the card has been recalled by the registration authority or by a party that holds the right to such recall from the registration authority, such as a merchant.
- Upon termination of this Subscription Agreement with the Subscriber according to the authorization in Article 10.
- Upon substantial default on the part of the user.

If the electronic certificate is rendered temporarily invalid or recalled, Auðkenni shall without delay inform the Subscriber about this.

## 6 Subscriber's responsibilities

### 6.1 Identification information

The Subscriber confirms that all information which he or she provided upon reception of the electronic certificate are correct and that the official identification documents that the Subscriber provided are genuine and that they were valid at the time the certificate was received.

### 6.2 Alterations to identification information

If the Subscriber's name is changed from that which is stated on the electronic certificate, the Subscriber shall without delay inform the registration authority about such change, stop using the electronic certificate and ask Auðkenni to recall it. At the request of the Subscriber, Auðkenni shall then issue a new certificate without delay. A fee is charged for such issue in accordance with the Company's list of tariffs.

### 6.3 Notifications

All notifications relating to the treatment of the electronic certificate will appear on the Subscriber's home banking website or in exceptional circumstances such notifications will be sent to his or her legal residence as registered in Registers Iceland. The Subscriber agrees that notifications that appear in this manner will be considered as having been properly delivered to the Subscriber.

### 6.4 Treatment of certificates on expiry

The electronic certificate is the property of Auðkenni. The Subscriber agrees that when the certificate's validity has ceased, for whatever reason (including expiry or recall of the certificate), the Subscriber may no longer use it to execute new actions. After expiry the certificate may be used for reference to actions or for looking up actions that took place during the certificate's time of validity.

### 6.5 Treatment of PIN

The Subscriber confirms that he or she has selected a PIN which is difficult for an outsider to connect with his or her person. The Subscriber is aware that the PIN must be treated with the utmost confidentiality. The Subscriber shall especially consider the following:

- It is not permitted to assign the PIN to another party or inform other parties about the PIN.

- It is not permitted to store information about the PIN in the same place as the electronic certificate.

- If the Subscriber writes down the PIN it is not permitted to inform others that it is a PIN code for an electronic certificate.

The Subscriber is responsible for all actions that are executed with the electronic certificate.

### 6.6 Compromise of electronic certificate

If the Subscriber has any reason to believe that the electronic certificate has in any way been misused or that the security of the Subscriber's private key or PIN may have been compromised during the time of validity of the electronic certificate, e.g. due to the device being compromised, the Subscriber shall immediately stop using the certificate and send a request to Auðkenni for the recall of the electronic certificate.

### 6.7 Approval of certificate and notifications of errors or malfunctions

The Subscriber agrees to inform the registration authority without delay if there is an error in the certificate as issued or if the Subscriber becomes aware that the electronic certificate is not functioning in the manner intended.

Use of the certificate is regarded as approval of the information stated therein.

For Auðkenni ehf.:

---

## 7 Limitation of liability

Auðkenni is only liable for damage that may occur due to the use of the electronic certificate if the damage results from criminal or unlawful conduct on the part of employees of Auðkenni or parties for whom Auðkenni is responsible, such as the registration authority.

Under no circumstances (except for what is specified in Article 17 of Act no. 28/2001) shall Auðkenni be held liable for any kind of indirect, random or derived damage, including but not limited to any kind of loss of profit, loss of use or punitive damages or disciplinary actions caused by or relating to the use, delivery, authorization, activity or inactivity of certificates, electronic signatures or any kind of operations, actions or service which is offered or planned in connection with the electronic certificate.

## 8 Processing of Information

The Subscriber is aware that Auðkenni will safeguard the information which the Subscriber provides upon registration, temporary invalidation and recall of the certificate until 10 years after the death of the Subscriber. The same applies to information about communication with the Subscriber as regards the validity of the certificate and comments about the treatment of the electronic certificate having been lawful.

The Subscriber agrees that Auðkenni has the authority to publish the content of the electronic certificate within and outside of the registration system of Auðkenni, including in connection with the recall list.

As regards the safeguarding of the aforesaid information, Auðkenni will in all respects adhere to the provisions of Act no. 77/2000 on the Protection of Privacy as regards the Processing of Personal Data.

## 9 Time of validity

The validity period of the certificate is the time specified in the certificate itself unless the certificate is recalled before that date according to the authorization in this Agreement.

The validity period of this Agreement is the same as the validity period of the certificate. When the time of validity ends, for whatever reason, Auðkenni shall recall the Subscriber's certificate.

## 10 Default

If the Subscriber defaults on this Agreement or if Auðkenni has evidence that the safety of the private key has been compromised, Auðkenni may terminate this Agreement and recall the electronic certificate by written notification to the Subscriber.

## 11 Assignment

The electronic certificate is restricted to the Subscriber's person. The Subscriber may under no circumstances assign the electronic certificate to another party. The certificate cannot be inherited and debt collectors may not confiscate it as payment towards a debt.

Auðkenni may assign this Agreement to a legal entity which is competent to take on the duties of Auðkenni as described in the certification policy that applies to the certificate.

## 12 Jurisdiction and Venue.

These terms and the interpretation of their provisions shall be governed by Icelandic law.

Should a dispute arise between the Subscriber and Auðkenni regarding the Subscriber's application for an electronic certificate, the Subscriber's use thereof or regarding the rights or responsibilities of Auðkenni such dispute shall be resolved before the District Court of Reykjavík.

Date:

Subscriber:

---