

Document version 1.3

7 December 2018



the service of issuing of Qualified certificates for electronic signatures.

The itsme Customer

As soon as you become aware of the loss, theft, unauthorised use or risk of unauthorised use of

- (i) the Device You use to access Your itsme Account, or of
- (ii) Your itsme Account itself, You must immediately block Your itsme Account as described by the itsme terms and Conditions

You must:

- cease using a Certificate and its associated Private Key, and promptly request that the Certificate is revoked
- immediately inform the relevant police authority in the place where the loss, theft, counterfeiting or unauthorised use occurred and/or Belgian Mobile ID, as appropriate, through the channels made available on <https://www.itsme.be/en/faq> and in accordance with the instructions provided thereon.

## 6.

You may be held liable to indemnify QuoVadis and its subcontractors for any damages suffered by them, including without limitation, reasonable attorneys' fees following from a:

- (i) violation of this Agreement by You;

## 9.

Despite any contrary provision contained in this agreement or the cp/cps, the maximum liability of QuoVadis for any damages arising under this agreement will not exceed 0 (&) \$ž.

In no event will QuoVadis be liable to the certificate holder or any third-party relying upon or otherwise making use of a QuoVadis Certificate for any indirect, special, punitive, incidental or consequential damages, even if QuoVadis has been advised of the likelihood of those damages in advance.

The User who uses a QuoVadis Certificate in a transaction where the potential liability exposure is greater than that certificate's maximum liability limit as specified in this clause 10.b. does so at the Certificate Holder's own risk.

Except as expressly provided in the cp/cps, QuoVadis makes no representations or warranties, express, implied or otherwise, relating to any quovadis certificate or any related services provided by QuoVadis , including without limitation any warranty of noninfringement, merchantability or fitness for a particular purpose.

Sections 9.a and 9.b hereabove apply without prejudice to QuoVadis' potential liability under any specific regulation applicable to his activities (including the law of 18 July 2017 on the electronic identification and its implementing decree and the regulation 910/2014 of 23 July 2014 on electronic identification and trust services for electronic transactions).

## 10.

These Terms and Conditions remain in force until the earliest of:

- (i) the latest expiration date of the QuoVadis Certificates issued to You under this Agreement;
- (ii) a breach of the Certificate Holder's obligations under this Agreement;
- (iii) the Certificate Holder's written request; or
- (iv) revocation of all QuoVadis Certificates issued to You under this Agreement.

## 11.

All application software and operating system vendors with whom QuoVadis has entered into a contract for inclusion of the QuoVadis Root Certificate as a trusted root Certificate in their software and all relying parties who actually rely on such Certificate during the period when the Certificate is valid are intended third party beneficiaries of this Agreement.

## 12.

These General Terms & Conditions shall be governed by and construed in accordance with Belgian law. Subject to applicable consumer law provisions stating otherwise, any dispute arising out of or in connection with these General Terms & Conditions shall be submitted to the exclusive jurisdiction of the courts of Brussels

Any controversy or claim between two or more Participants in the QuoVadis PKI (for these purposes, QuoVadis shall be referred to an arbitration tribunal.

## 14.

All notices provided by the User are considered given when in writing and delivered in hand by independent courier, delivered by registered or certified mail-return receipt requested, to:

, address to be found under Article 2 Definitions