

# ADDITIONAL CONDITIONS ITSME EVIDOS B.V.

Version: 1.0

Date: 6 February 2020

These Additional Conditions apply to every Agreement between Evidos B.V. (hereinafter: "Evidos") and the Client that wishes to use the Itsme Services. Hereinafter collectively referred to as "Parties" and individually "Party". Evidos is obliged by Belgian Mobile ID to impose certain conditions to Client and Evidos is obliged to ensure that Client will comply with these conditions. These mandatory additional conditions and the way in which they are monitored are stipulated in these Additional Conditions.

## ARTICLE 1. DEFINITIONS

Capitalised terms in these Additional Conditions have the following meanings. If and insofar the capitalised terms are not mentioned in this article, the definitions as stipulated in the General Terms and Conditions of Evidos will apply.

- 1.1. **Additional Conditions:** the conditions as stipulated in the underlying document.
- 1.2. **Belgian Mobile ID:** the supplier of the Itsme Services, having its principle place of business at Place Sainte-Gudule 5 - 1000 Brussels, BCE no. 541.659.084.
- 1.3. **End User(s):** the natural person working within the Client's organisation (including but not limited to individuals employed or externally hired by the Client) who uses the Itsme Services under the Client's responsibility.
- 1.4. **General Terms and Conditions:** the general terms and conditions as used by Evidos which forms integral part of the Agreement.
- 1.5. **Identity Data:** information about an End User's identity (name, surname, address, date and place of birth, etc.).
- 1.6. **Itsme App:** the mobile application, part of the Itsme Services, as developed by Belgian Mobile ID.
- 1.7. **Itsme Services:** de services of Belgian Mobile ID, as described in the Agreement.
- 1.8. **Operation:** any operation made by the End User with the Itsme Services and/or Itsme App (login, shared data or confirm).
- 1.9. **Personal Data:** has the meaning as described in the applicable Data Protection Laws and Regulations.
- 1.10. **Data Protection Laws and Regulations:** all law and/or regulations relating to the processing of Personal Data, including at least the General Data Protection Regulation.

## ARTICLE 2. TRANSMISSION OF IDENTITY DATA RELATING TO THE END-USERS AND ASPECTS OF DATA PROTECTION

- 2.1. The disclosure of any element of the Identity Data to Client shall be subject to prior approval from Evidos. Evidos shall never disclose any element of the Identity Data which, in its reasonable opinion, is not necessary for Client to provide its services or products and the Client shall not request any element of the Identity Data unless such data is necessary for providing its services or products. Should Evidos and Client not find an agreement on which element of the Identity Data can be disclosed to Client, Evidos will not provide the Itsme Service to Client.
- 2.2. Evidos and Client 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 and Regulations), it being understood that as soon as the Identity Data has been communicated to Client, Client shall be considered as the data controller (within the meaning of the Data Protection Laws and Regulations) 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. Client shall at all times comply with the relevant Data Protection Laws and Regulations 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 and Regulations.
- 2.5. Client 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 Evidos 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.

### **ARTICLE 3. USER EXPERIENCE**

- 3.1. If and insofar Client will use the Itsme brand, the following will apply. Client 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 Evidos.
- 3.2. The Customer shall endeavour to notify Supplier 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 form, an End User concerning, directly or indirectly, an Operation made by that End User.
- 3.3. Client shall comply with all reasonable instructions and guidelines from Evidos and/or Belgian Mobile ID regarding the presentation and functioning of the Itsme Services (Itsme button, technical requirements, functional flows, etc.).

### **ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1. In its capacity as licensee of the Itsme brand, Evidos grants to Client, and Client 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 Client's exercise of its rights or performance of its obligations under the Agreement.
- 4.2. Client is only allowed to use the Itsme brand(s) in accordance with Belgian Mobile ID's guidelines and instructions (including the branding guidelines), as may be amended from time to time by Belgian Mobile ID and as notified by Evidos to Client.<sup>1</sup> Client 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's products and services. Client 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.

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