

Article 1. Definitions

In these Terms and Conditions, the following terms, if used with an initial capital letter, are defined as:

- 1.1 **Administrator:** the user who is authorized by the legal representative(s) to act on behalf of the Service Customer in registering and managing resources and authorizations.
- 1.2 **Management application:** the secure online environment where the administrator is enabled to perform management tasks and where the user can view and manage his own data.
- 1.3 **Authorized representative:** 1. the natural person(s) registered with the Chamber of Commerce as legal representative(s) of the legal entity or company/partnership. 2 the Administrator(s) authorized by the legal representative(s).
- 1.4 **Service Customer:** ZETservices other party to the Agreement.
- 1.5 **eHerkenning token (or Authentication token):** a set of attributes (for example a certificate) on the basis of which authentication of a party can take place.
- 1.6 **eHerkenning Terms of Use:** the latest version of the Terms of Use established within the eHerkenning Agreement System.
- 1.7 **OTP device (responder):** One Time Password (OTP) device, is a device - also called a responder - that generates a unique code. This unique code makes it possible to gain access to a private website and/or web application together with a login (username and password combination).
- 1.8 **Agreement:** the agreement with ZET services to which the Terms and Conditions apply.
- 1.9 **Tekst-message-2-factor authentication:** a unique code is sent via text message to the mobile number of the authorized representative linked to the service. This unique code makes it possible to gain access to a private website and/or web application together with a login (username and password combination).
- 1.10 **General Terms and Conditions of ZET services (or Terms and Conditions):** these general terms and conditions of ZET services.
- 1.11 **ZET services:** ZET services B.V., located in Lelystad.
- 1.12 **ZET services system:** the facilities, hardware, software and ZET services Application Programming Interfaces (APIs) that are owned by ZET services or for which ZET services has obtained the right to use, and that are used for the QuoVadis eHerkenning service(s) to deliver.

Article 2. Applicability

- 2.1 These Terms and Conditions apply to the QuoVadis eHerkenning offers and Agreements entered into by ZET services. Deviations from this must be expressly agreed in writing.
- 2.2 The Terms of Use for Electronic Accessservices also apply to ZET services eHerkenning.

Article 3. The offer, the application and the conclusion of the Agreement

- 3.1 ZET services makes the offer in writing or electronically. The offer is without obligation and contains a sufficiently detailed description for the Service Customer of the services and any deliveries, the compensation(s) due and the conditions under which they are provided.
- 3.2 The Agreement is concluded by acceptance of the offer by the Service Customer (hereinafter: 'the application') and by acceptance thereof by ZET services. The application is made and signed by authorized representative(s) of the Service Customer.
- 3.3 In the context of the application, ZET services will verify the identifying characteristics of the authorized representative of the Service Customer, of the specified Administrator(s) and of any specified user(s) on the basis of a copy of a document referred to in Article 1 of the Act. document designated for identification purposes. Copies of the documents referred to here must be enclosed with the application. ZET services reserves the right to check the validity of the aforementioned copy of the document in the available registers at a later time during the execution of the Agreement.
- 3.4 The authorized representative of the Service Customer is responsible and guarantees the correct statement and registration of his data as well as of the specified Administrator(s) and any specified user(s).
- 3.5 The application can be submitted to ZET services no later than four (4) weeks after provision. ZET services reserves the right to refuse applications submitted too late.
- 3.6 The application will be refused by ZET services if it does not contain the information and documents referred to in paragraphs 4 and 5 of this article or if the application is otherwise incomplete or defective. Where appropriate, ZET services will inform the Service Customer and provide the opportunity to supplement or improve the application within four (4) weeks. In the latter case, ZET services may charge administration costs to the Service Customer.
- 3.7 The Agreement has an initial term of twelve (12), twenty-four (24) or thirty-six (36 months), depending on the choice of the service customer. By default, the agreement will be tacitly extended under the same conditions for a period of twelve (12), twenty-four (24) or thirty-six (36) months, depending on the initial choice of the service customer.
- 3.8 The lifespan of an issued authentication token is a maximum of ten (10) years, ZET services reserves the right to shorten the lifespan of a token. ZET services is bound by the electronic accessservices agreement system to withdraw a resource when its lifespan expires. Before this period expires or as much earlier as required by the system, ZET services will contact the service customer with the information that the service must be terminated and an offer will also be made for a replacement.

Article 4. The Agreement System for Electronic Accessservices

- 4.1 The eHerkenning services and eHerkenning resources purchased by the Service Customer are provided by ZET services as a recognized Participant within the Electronic Accessservices Agreement System (which includes eHerkenning). In that context, ZET services has committed itself to comply with all obligations under the Agreement System and all other binding regulations that have been established and entered into force in that context at any time. If necessary changes arise from this regarding the eHerkenning means and/or services purchased by the Service Customer, the provisions of Article 11 of these Terms and Conditions apply.

Article 5. Provision and use of the eHerkenning token

- 5.1 After acceptance of the application, ZET services will provide the agreed eHerkenning token to the specified user of the Service Customer.
- 5.2 The responsibility for which legally authorized representative signs on behalf of the Service Customer rests with the Service Customer.
- 5.3 The period specified by ZET services within which the provision of an eHerkenning token will take place should serve as a guideline period. The Service Customer cannot derive any rights from the possible exceeding of such a period.
- 5.4 The Service Customer monitors and is responsible for the correct and careful use of the eHerkenning token. All consequences of misuse or careless use of the eHerkenning token are at the expense and risk of the Service Customer.
- 5.5 The eHerkenning token is strictly personal and the Service Customer guarantees that the eHerkenning token is not transferred to a third party.
- 5.6 The Service Customer is obliged to inform users to keep the eHerkenning token, including but not limited to usernames and passwords, secret and to protect it against unauthorized use by third parties. Loss or (alleged) unauthorized use of an eHerkenning token must be reported immediately to the ZET service desk, without prejudice to the obligation of the Service Customer and the user to take effective measures against (further) misuse of the eHerkenning token in question. A report of misuse can only be submitted together with a formal request for suspension or withdrawal of the eHerkenning token.
- 5.7 The Service Customer is responsible for the (data) communication lines, including the internet, the required hardware and software (hereinafter jointly referred to as: 'facilities') that are required to use the eHerkenning token and/or the eHerkenning service. The Service Customer guarantees that he has the user rights required to use the facilities.
- 5.8 Related to the operation and/or reliability of the eHerkenning services and eHerkenning tokens, ZET services may impose further technical and functional requirements on the facilities or provide instructions regarding their use. The Service Customer is obliged to comply with such requirements and instructions.
- 5.9 ZET services is not responsible for the reliability or availability of the facilities used by the Service Customer, for any interception or interruption of data transport via the internet, or for any modification or loss of data transported via the internet.

Article 6. Withdrawal of eHerkenning token

- 6.1 ZET services is entitled to withdraw an eHerkenning token and/or the eHerkenning service with immediate effect if:
- ZET services has a reasonable suspicion that the eHerkenning token has been compromised, and/or;
 - it appears that the information provided by the Service Customer is incorrect, and/or;
 - the Service Customer does not (properly) fulfill one or more obligations under the Agreement, and/or;
 - the User does not comply with one or more of the (user) conditions;
 - a technical vulnerability has been identified, and/or;
 - in the opinion of ZET services, another compelling reason arises to withdraw the eHerkenning token and/or the eHerkenning service.
- 6.2 ZET services will inform the Service Customer in advance of a decision to withdraw, unless this cannot reasonably be expected of ZET services.
- 6.3 ZET services is only entitled to withdraw or block an eHerkenning token and/or the eHerkenning service due to late payment after ZET **services** has sent a written reminder with a further reasonable period and the Service Customer has not fulfilled the payment obligation within this period. The Service Customer's obligation to pay the compensation(s) referred to in Article 12.1 of these Terms and Conditions shall continue during the period of withdrawal/blocking.
- 6.4 ZET services is not liable for any damage suffered by the Service Customer in connection with the withdrawal of the eHerkenning token on the basis of this article.

Article 7. OTP device (responder)

- 7.1 If ZET services supplies an OTP device to the Service Customer as part of the 2-factor authentication of the eHerkenning token, the provisions of this article apply.
- 7.2 ZET services will deliver the OTP device in accordance with the technical and/or functional specifications agreed in the Agreement.
- 7.3 The warranty period for the OTP device is a maximum of thirty-six (36) months, starting from the time of delivery. This warranty includes free repair or replacement of (parts) of the OTP device in the event of material and/or manufacturing defects. The warranty expires if the defects in the OTP device are caused by careless or incorrect use, leakage of replaceable batteries or due to external causes.
- 7.4 The useful life of the OTP device is a maximum of thirty-six (36) months from the time of delivery. If the duration of the Agreement exceeds the intended period of use, ZET **services** will automatically provide the Service Customer with a new OTP device (or a replacement device that is current at that time). The costs of the OTP device (or the replacement) will be charged in accordance with the rates published on www.qv-eherkenning.nl.

Article 8. Text message 2 factor authentication

- 8.1 If ZET services provides the Service Customer with the text message service as part of the 2-factor authentication of the eHerkenning token, the provisions of this article apply.
- 8.2 In the situation of 'free text message, normal use of text message is assumed. If there is excessive (factor 4 higher than average) use of text messages, ZET services can terminate the subscription at the end of the term or the customer agrees to the conversion of the text message 2-factor subscription to a 2-factor subscription based on an OTP device.

Article 9. Authorizations (management), Management Module

- 9.1 The Service Customer of resources and authorizations at assurance levels 2+ and 3 can use the Management Module free of charge.
- 9.2 The Administrator can register, manage and check authorizations and other powers using the Management Module. The use of the Management Module referred to in this paragraph applies to one branch of the Service Customer, in accordance with the Service Customer's registration in the Trade Register of the Chamber of Commerce. If the Service Customer wishes to use the multiple (more than 1 Chamber of Commerce) Management Module for multiple branches of the Service Customer, a subscription must be taken out for this.
- 9.3 The Service Customer is at all times responsible for changing, terminating, activating or extending existing authorizations or adding new authorizations (hereinafter collectively referred to as: 'changes').
- 9.4 If it is no longer possible for the Service Customer to use the Management Module, changes can be communicated in writing to ZET services customer service using the appropriate change forms. The relevant change forms can be downloaded from www.gv-eherkenning.nl.
- 9.5 The Administrator appointed on behalf of the Service Customer has the right to implement or pass on changes. Changes communicated via the Management Module are processed immediately.
- 9.6 The authorizations registered on behalf of the Service Customer will be revoked by ZET services following a request from the legal representative of the Service Customer (including, where appropriate, the bankruptcy trustee), the Administrator or the user himself, or in execution of a court judgment.
- 9.7 Authorizations expire automatically five (5) years after registration. After an authorization has not been used for a period of twenty-five (25) months, authorizations may expire automatically. If this is the case, the user will be informed in a timely manner.
- 9.8 The user can manage and check his own eHerkenning token, authorizations and personal data in his free personal management environment.

Article 10. Administrator, issuing eHerkenning tokens on behalf of the Service Customer

- 10.1 By appointing an Administrator, the Service Customer declares that he grants the Administrator power of attorney to:
- To implement changes on his behalf in the field of eHerkenning or to request new (additional) eHerkenning tokens for new users.
 - To issue direct debit authorizations on his behalf, or to pass on other changes regarding the invoicing, method and invoicing address.

- 10.2 The Service Customer accepts that all (legal) consequences of the (legal) acts performed by the Manager within the aforementioned power of attorney are binding on him and are at his risk and expense. The latter also expressly applies if the actions of the Manager are not permitted due to the powers, rules and/or processes applicable internally to Service Customers.
- 10.3 The service user agrees to the additional costs associated with additional administrative requirements that the service user imposes on the invoicing process. This includes including a PO number on the invoice at the request of the service user.
- 10.4 The service customer agrees to the additional costs associated with the use of a collection agency if the service customer has not paid its invoices within the specified periods.
- 10.5 If an eHerkenning token is issued by the authorized representative of the Service Customer, this is entirely under the responsibility of the Service Customer. The Service Customer is therefore responsible for properly carrying out the applicable (issuance) procedure(s) and for taking care of the necessary registrations.

Article 11. Changes to the eHerkenning tokens and/or the eHerkenning services

- 11.1 ZET services is entitled to change the technical and/or functional properties of the eHerkenning token or the eHerkenning service in order to (i.) meet the requirements and standards applicable under the Agreement System, and/or (ii.) meet current requirements. and to continue to respond to the state of the art. ZET services makes every effort to implement these changes without this having consequences for the user options of the Service Customer and the facilities used by him. If this is not possible and a change has reasonably foreseeable financial consequences for the Service Customer, the change will not take place earlier than one month after it has been announced or as much longer as is reasonably possible.
- 11.2 If the change is accompanied by an adjustment to the fee(s) owed by the Service Customer, ZET services will inform the Service Customer of this in a timely manner. If there is a price increase, the Service Customer is entitled to terminate the Agreement in writing within one (1) month after the announcement thereof, taking into account a notice period of one (1) month.

Article 12. Fees and charges due, billing and payment

- 12.1 The Service Customer owes ZET services the fees and/or costs specified in the Agreement.
- 12.2 All prices and fees are in € (euros) and exclusive of VAT and other government charges certain levies.
- 12.3 Interim price changes do not apply to current agreements. ZET services is only entitled to implement price increases if it informs the customer in writing at least one (1) month before the end of the agreement. ZET services has the right to annually index the fees based on the CBS Consumer Price Index (CPI) for all households or a substitute index figure.
- 12.4 ZET services is entitled to require advance payment of one-off and periodic fees. The annual subscription costs and other annual fees payable by the Service Customer will be charged in advance.

- 12.5 Unless another method of invoicing has been agreed, ZET services will charge the amounts due to the Service Customer by means of a digital invoice. If the Service Customer wishes to receive a paper invoice, ZET services will charge the Service Customer printing and shipping costs per invoice in accordance with the rates published on www.qv-eherkenning.nl.
- 12.6 Unless the Service Customer has provided ZET services with a direct debit authorization on the basis of which ZET services obtains payment, payment must be made in the manner and within the period stated on the invoice. If no payment term is stated on an invoice, a payment term of fourteen (14) days after the invoice date applies. If the Service Customer does not sign the direct debit authorization or sends it incompletely with the contract, the payment method will automatically be converted to bank transfer.
- 12.7 If the Service Customer pays the fee(s) owed by him by means of a bank transfer, ZET services will charge the Service Customer administration costs per invoice in accordance with the rates published on www.qv-eherkenning.nl.
- 12.8 The rates for additional services that are purchased once and that are not included in the agreement (courier services, additional checks, changes, etc.) will be charged in accordance with the rates published on www.qv-eherkenning.nl.
- 12.9 If the Service Customer has provided an authorization for direct debit, he will always ensure that there is a sufficient balance on the bank account intended for direct debit.
- 12.10 If the Service Customer has not paid within the period referred to in paragraph 6 or if the direct debit is unsuccessful, he will be in default without further notice of default. In that case, the Service Customer will be given a further payment term of fourteen (14) days.
- 12.11 From the date on which the Service Customer is in default, ZET services is entitled to charge statutory interest and reasonable costs for obtaining payment out of court. This in any case includes extrajudicial costs (including costs incurred by ZET services itself for reminding the Service Customer and other administrative costs) that have been reasonably incurred and that are reasonable in amount in relation to the outstanding claim.
- 12.12 Objections to amounts charged must be communicated to ZET services before the due date of the invoice. Payment may not be suspended with regard to the part of the amount charged to which no objection has been expressed.

Article 13. Dissolution/cancellation

- 13.1 In the event of (provisional) suspension of payments, bankruptcy, closure or liquidation of the company of one of the parties, the other party is entitled to terminate the Agreement in whole or in part without the terminating party being liable for damages.
- 13.2 If one of the parties does not properly comply with any obligation that may arise from the Agreement and does not do so within a period set in writing by the other party of two (2) weeks or as much more or less as is reasonably required based on the circumstances is able to recover, then this party is in default and the other party is entitled to dissolve the Agreement in whole or in part, without prejudice to the other rights of the rescinding party and without the rescinding party being liable for damages. The shortcoming must justify termination of the Agreement.
- 13.3 In all other cases, the agreement can be canceled by one of the parties in writing or via the management module at a time of extension, taking into account a notice period of two (2) months. The canceling party will have to demonstrate sufficiently clearly to ZET services that the person canceling is also entitled to give this cancellation. If this is not the case, the agreement will be continued. There is only a legally valid cancellation after ZET services has confirmed this in writing or by e-mail.

Article 14. Liability

- 14.1 ZET services is not liable for damage, regardless of the cause, except insofar as there is no legally excludable intent or deliberate recklessness on the part of ZET services or its direct managers or employees. This exclusion of liability concerns direct and indirect damage, including, but not limited to, business damage and damage as a result of liability to third parties. The burden of proof that there is intent or deliberate recklessness on the part of ZET services rests on the Service Customer.
- 14.2 The Service Customer indemnifies ZET services against claims from third parties that are related to the eHerkenning Service(s) and/or eHerkenning token provided by ZET services for the Service Customer or that may arise as a result of failure or incorrect fulfillment by ZET services of any obligation under the Agreement.
- 14.3 The employees of ZET services or third parties engaged by ZET services for the execution of the Agreement may rely on all defenses deriving from the Agreement against the Service Customer as if they themselves were a party to the Agreement.
- 14.4 Any claim against ZET services, except that recognized by ZET services, expires twelve (12) months after the claim arose.

Article 15. Intellectual Property

- 15.1 All intellectual property rights to the ZET services system and to all software, equipment, documentation and information made available to the Service Customer under the Agreement, including all modifications thereto (hereinafter jointly referred to as: 'ZET services goods', belong exclusively to ZET or its licensors.
- 15.2 ZET services only grants the Service Customer a non-exclusive, non-transferable right to use the ZET services goods for the duration of the Agreement to the extent that such use is expressly permitted under the Agreement.
- 15.3 ZET services guarantees that the ZET services goods and their use by the Service Customer do not infringe the intellectual property rights of third parties. ZET services indemnifies the Service Customer against all claims from third parties regarding (possible) infringement of intellectual property rights of those third parties, including comparable claims regarding knowledge, unauthorized competition and the like. This indemnification applies on the condition that the Service Customer immediately informs ZET services in writing about the existence and content of any legal claim and leaves the handling of the case, including any settlement, entirely to ZET services.
- 15.4 In these Terms and Conditions, intellectual property rights mean all intellectual property rights and related rights, such as copyright, trademark right, patent right, design right, trade name right, database right and neighboring rights as well as rights to know-how.

Article 16. Protection and processing of personal data

- 16.1 When executing the Agreement, ZET services processes personal data in compliance with the applicable laws and regulations regarding the protection of privacy, in particular the General Data Protection Regulation (GDPR).
- 16.2 The method of processing data of the Service Customer and the protection of the personal privacy are laid down in the "Privacy statement" of ZET services. If new developments make this necessary, the "Privacy Statement" will be adjusted.

Article 17. Communication

- 17.1 ZET services has the right at all times to communicate with the customer about the operation of the service(s) purchased and about services that ZET services believes could be relevant to the customer.

Article 18. Governing Law and Disputes

- 18.1 Dutch law applies to the Terms and Conditions and the Agreement(s). The Vienna Sales Convention 1980 does not apply.
- 18.2 All disputes arising from the Agreement and the Terms and Conditions will be submitted to the Amsterdam court, unless a mandatory legal provision prescribes otherwise.

Article 19. Final provisions

- 19.1 The Service Customer is not entitled to transfer its rights and/or obligations under the Agreement to a third party without the prior written permission of ZET services.
- 19.2 Invalidity of one of the provisions in the Conditions does not affect the validity of the other provisions. The void provisions will then be replaced by new provisions that correspond as much as possible to the old void provisions in terms of content, scope and purpose.
- 19.3 If ZET services enters into an Agreement with two or more natural or legal persons, each of these (legal) persons is jointly and severally liable for the full compliance with obligations arising from that Agreement.
- 19.4 ZET services reserves the right to change and/or supplement these Terms and Conditions. If a change or addition significantly affects the rights or obligations of the user, ZET services will inform the Service Customer in writing or by e-mail. If the Service Customer does not agree with the changes and/or additions, he can terminate the agreement in writing, taking into account a notice period of fourteen (14) days. The changes and/or additions are binding for the Service Customer fourteen (14) days after notification.