

# PUBLIC KEY INFRASTRUCTURE (PKI) TERMS AND CONDITIONS

## 1. Introduction

These Terms and Conditions together with the signed application form constitute the terms and conditions between You and the Bank for the provision of the Service (the “**PKI Terms and Conditions**”). These PKI Terms and Conditions supplement the Bank’s General Terms and Conditions – Corporate Banking and any defined terms used in these PKI Terms and Conditions will have the same meaning given in the General Terms unless stated otherwise. In the case of any conflict between the conditions set out in the General Terms and those in the PKI Terms and Conditions, then the terms of these PKI Terms and Conditions shall prevail in relation to Your use of the Service only.

## 2. Interpretation

2.1 In these terms and conditions:

2.1.1 “**Authorised Signatory**” means an agent, contractor or employee of the Customer, (and “**Authorised Signatories**” shall be construed accordingly) notified to the Bank in accordance with the Bank’s procedures (as such are in place from time to time) in relation to the identification of those individuals permitted, under the mandate applicable to a particular account or product

offered by the Bank, to authorise transactions to be carried out by or with the Bank;

2.1.2 “**Bank**” means Danske Bank A/S, London Branch, acting through its office at 75 King William Street, London EC4N 7DT and its successors and assigns;

2.1.3 “**Business Day**” means a day (other than Saturdays, Sundays or bank and public holidays) on which the Bank is open for business in England to provide services of the kind contemplated in these PKI Terms and Conditions and also on which the Bacs System is fully open and operational;

2.1.4 “**Certificate**” means an electronic attestation, which is an X.509 v.3 compliant digitally signed data structure, and which immutably binds a Public Key to information uniquely identifying the possessor of the Private Key corresponding to such Public Key, including those issued to You in accordance with Your Agreement;

2.1.5 “**Certification Authority**” means the entity responsible for the certification of Public Keys, the issuance of Certificates, and the maintenance of Certificate status information;

2.1.6 “**Certificate Holder**” means an individual, whether an employee, agent or officer of the Customer, authorised to hold, and issued with, a Certificate;

2.1.7 “**Certificate Policy**” means either of the Identity or Utility Certificate Policies issued by the Bank (which are incorporated into Your Agreement and are available to You on request made in accordance with clause 28) and which set out the policy constraints on the use of Certificates within that Certification Authority’s public key infrastructure service;

2.1.8 “**Certificate Practice Statement**” or “**CPS**” means a document that describes the practices to be performed by a Certification Authority to implement certain policy requirements stated in its operating policies and other documents;

2.1.9 “**Confidential Information**” means, without limitation, all information (whether written or oral) concerning business, financial or technical information or activities of, or relating in any way to, the Customer, the Bank (including its Group Companies), IdenTrust or the Service and any other information that is marked as being, or otherwise indicated to be, confidential at or prior to the time of disclosure, or that which might reasonably be considered to be confidential;

2.1.10 “**Customer**” means the entity which is named as such in the application form for the Service;

2.1.11 “**Digital Signature**” means the data appended to, or a cryptographic transformation of, data contained within a Digital Transmission to authenticate the source and integrity of the data and to preclude repudiation by the signer, and which is the unique digital identification of

an entity that is created by the entity applying its Private Key to a Digital Transmission for the purpose of confirming the identity of that entity, and its association with the Digital Transmission to the recipient of the Digital Transmission, employing a Private Key, a corresponding Public Key, and a mathematical function known as a “message digest function,” such that a person receiving or otherwise accessing the Digital Transmission, and the signer’s Public Key, can assess:

- (a) whether the transformation of the Digital Transmission into the message digest function was achieved using the Private Key that corresponds to the signer’s Public Key; and
  - (b) whether the Digital Transmission has been altered since the transformation was made;
- 2.1.1.2 **“Digital Transmission”** means an instruction, message, file or other communication which is transmitted in electronic form, using the Service, and which is signed with a Digital Signature and which includes a Certificate;
- 2.1.1.3 **“General Terms”** means the Bank’s General Terms and Conditions – Corporate Banking as the same may be amended from time to time;
- 2.1.1.4 **“Group Companies”** means, in relation to a party to which these PKI Terms and Conditions apply, that company or other body corporate and all of its

associates, subsidiary companies and holding companies and all other associates, subsidiary companies of any such holding company, for the time being within the meaning of the Companies Act 2006 (as amended from time to time);

- 2.1.1.5 **“Hardware”** means any physical hardware supplied by or on behalf of the Bank or its agent from time to time, in accordance with clause 20;
- 2.1.1.6 **“Identity Certificate”** means a Certificate issued by a Certification Authority to a Customer that can be used by the Customer in connection with digital identification and signature services;
- 2.1.1.7 **“IdenTrust”** means IdenTrust, Inc, a corporation established in the state of Delaware, USA, operating digital integrity or identity validation services (the **“IdenTrust Service”**);
- 2.1.1.8 **“IdenTrust Marks”** means certain logos, designs, trademarks, service marks, names and symbols relating to the IdenTrust Service, or to IdenTrust itself, including without limitation the IdenTrust Global ID mark used on Certificates and Sign Online Cards;
- 2.1.1.9 **“IdenTrust Participant”** means an entity that has entered into an agreement with IdenTrust for the provision of the IdenTrust Service, or an entity that offers the IdenTrust Service;

- 2.1.20 **“Insolvency Event”** means in relation to You (or in relation to any of Your Group Companies, which will also be included in the terms “You” and “Your” for the purposes of this clause 2.1.20), any of the following:
  - (a) that You are unable or admit You are unable to pay Your debts as they fall due within the meaning of section 123 of the Insolvency Act 1986 (the **“Act”**) (other than by reason of the service of a written demand pursuant to section 123(1)(a) of the Act where You contest such demand in good faith);
  - (b) an order is made by a court of competent jurisdiction, or a resolution is passed, for Your winding up;
  - (c) the presentation of a petition for Your winding up where such petition is not restrained from being advertised or is not dismissed within 28 days of its presentation;
  - (d) any individual comprising the Customer has a petition for a bankruptcy order presented against him;
  - (e) a seizure order, order appointing a receiver, attachment, sequestration, execution or other legal process is levied or enforced against all or a material part of Your property or assets and is not fully paid or discharged within 28 days unless and for so long as the same is being contested in good faith;
  - (f) any legal proceedings or other procedure or step is taken in relation to:

(i)	a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise), other than a solvent liquidation or reorganisation, in relation to Your business; or	2.1.23	<b>“PIN”</b> means a personal identification number or phrase, which may include alpha numeric or other symbol components, that is used by You or Your Certificate Holder in conjunction with Your Sign Online Card for the purpose of authorising Digital Transmissions;	2.1.26	<b>“Root Certificate Authority”</b> means IdenTrust or any other root Certificate authority used by the Bank from time to time;
(ii)	a composition, assignment or arrangement with any of Your creditors; or	2.1.24	<b>“Private Key”</b> means the key within any asymmetric key pair generated by a public key infrastructure service for a person which is normally known only by that person, and which is one-half of a cryptographic key pair as drawn from the class of asymmetric key cryptographic functions used in the public key infrastructure service that an individual or entity (or, under these PKI Terms and Conditions, a Certificate Holder) may apply to electronic transmissions, messages or records for identification and communication purposes, including to generate a Digital Signature to be placed on a Digital Transmission;	2.1.27	<b>“Service”</b> means the IdenTrust compliant public key infrastructure service offered to You by the Bank for use in conjunction with Your account(s) or other facilities or products offered with or by the Bank, including the provision of the Sign Online Card or Cards issued to You or Your Certificate Holders;
(iii)	a liquidator is appointed (other than in respect of a solvent liquidation of Your business or undertaking), or a provisional liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer is appointed in respect of or over all or a material part of Your undertaking or assets; or	2.1.25	<b>“Public Key”</b> means the key of an entity’s asymmetric key pair that can be made public. A Public Key is one-half of a cryptographic key pair as drawn from the class of asymmetric key cryptographic functions used in a public key infrastructure service that is uniquely related to the Private Key of an individual or entity issued with a Certificate (or in these PKI Terms and Conditions, a Certificate Holder);	2.1.28	<b>“Sign Online Card”</b> means the smart card issued by the Bank to Certificate Holders authorised by You;
(g)	if any event analogous to (a) to (f) of this definition shall occur in any other jurisdiction to which You are subject;	2.1.29	<b>“Software”</b> means the software supplied or specified to You for use in connection with the Service, from time to time, by or on behalf of the Bank or its agent;	2.1.30	<b>“Utility Certificate”</b> means a Certificate issued by an IdenTrust Participant to a Customer that can be used by a Customer to facilitate the confidentiality and integrity of Digital Transmissions, which shall be in the format specified by IdenTrust;
2.1.21	<b>“OCSP Responder”</b> means an On-Line Certificate Status Protocol Responder operated by the Bank, an application used to obtain Certificate related information from a repository, or another on-line Certificate status protocol responder, used to verify Certificate status requests;	2.1.31	<b>“You”</b> and <b>“Yours”</b> refers to the Customer set out in the application form who applies to use the Service, and where more than one person comprises the Customer, “You” means all of them jointly and each of them severally, and shall include Your successors, assigns, and Personnel and, in relation to Your rights to use the Service, any other authorised user; and		
2.1.22	<b>“Personnel”</b> means the agents, contractors and employees of the Customer, or those of the Bank, as the context requires and will include Certificate Holders;				

- 2.1.3.2 “Your Agreement” means the agreement (comprising the signed application form) to which these PKI Terms and Conditions apply.
- 2.2 References to clauses and Schedules are references to the clauses and Schedules of these PKI Terms and Conditions.
- 2.3 References to one gender include all genders and references to the singular shall include the plural and vice versa.
- 2.4 If there is any conflict between the terms of the main body of these PKI Terms and Conditions and those contained in any Schedule or document referred to or any other terms and conditions of the Bank which apply to Your account(s) for which You use the Service, to the extent of that conflict, the documents shall have the following order of precedence, except as otherwise provided in the Bank’s other terms and conditions:
  - 2.4.1 these PKI Terms and Conditions;
  - 2.4.2 the Schedules to these PKI Terms and Conditions;
  - 2.4.3 the CPS or any Certificate Policy;
  - 2.4.4 the Bank’s other terms and conditions.

### 3. Certificates

- 3.1 The Bank is responsible for the provision of the Service to You, but You acknowledge that the Bank may use another party to issue Certificates to You on behalf of the Bank, and perform the Bank’s Certification Authority and registration authority functions. Unless the context otherwise requires references to the Bank also include a reference to any such other party.
  - 3.2 The Bank may issue, or procure the issue of, Certificates to You as part of the Service, provided that You:
    - 3.2.1 are a non-consumer entity such as a company, corporation, limited liability company, association, government agency, partnership, limited liability partnership or sole trader; and
    - 3.2.2 have successfully met the Bank’s “Know Your Customer” requirements; and
    - 3.2.3 have agreed to these PKI Terms and Conditions.

### 4. The Service

- 4.1 You may use the Service:

- 4.1.1 to encrypt and/or digitally sign a message, transaction or other electronic file; or
- 4.1.2 when requesting confirmation of the status of a Certificate included in a Digital Transmission received by You as a valid Certificate.
- 4.2 You agree that any use of Certificates issued to You in connection with the Service will be subject to the following limitations:
  - 4.2.1 Certificates must not be used for the purposes of creating further Certificates;
  - 4.2.2 You may not use Certificates in breach of any of the obligations or restrictions imposed under these PKI Terms and Conditions;
  - 4.2.3 You may not use Public or Private Keys, their storage mechanism, Certificates or the Service in relation to any transaction where You are not acting as principal, or agent for a principal disclosed to the Bank or for, or in connection with, any unlawful purpose;
  - 4.2.4 You may only use Certificates in conjunction with IdenTrust applications or the IdenTrust Service;
  - 4.2.5 Certificate use must be consistent with the Certificate Policy associated with the particular Certificate being used, and must not be in breach of any of the

obligations or restrictions established or imposed under the applicable Certificate Policy;

4.2.6 You may not rely on the validity of a Certificate sent to You as part of a Digital Transmission, unless You have authenticated that Certificate by:

[a] confirming the validity of each intervening Certificate between that being sent to You and that issued by the Root Certificate Authority (and including confirming the validity of the Certificate issued by the Root Certificate Authority) for each Certificate so associated with a Digital Transmission, and confirming that the Certificate has not expired; and

[b] undertaking a SHA-1 integrity check on any such Digital Transmission and each part thereof, against the Digital Signature applied to such Digital Transmission (or each part of it); and

[c] submitting a validation request to the Certificate issuer in relation to the relevant Certificate and receiving confirmation of validation; and

4.2.7 You may not use Certificates in any circumstances or in any application that could lead directly to death, personal injury or damage to property, and the Bank shall not be liable for any claims arising from such use.

4.3 The Bank may from time to time notify You of the days or portions of days on which the Service may not be available.

## 5. Authentication of Identity

5.1 Prior to Certificates being issued to You, or to Your Certificate Holders on Your behalf, the Bank shall confirm Your identity in accordance with:

5.1.1 “Know Your Customer” requirements specified by the Bank;

5.1.2 these PKI Terms and Conditions or the CPS, which is incorporated into Your Agreement and available to You following a request made in accordance with clause 28; and

5.1.3 any procedures mandated by the requirements of the banking licence regulator either for the Bank or the Certification Authority, whichever is the stricter from time to time.

5.2 The Bank may confirm the identity of Your Certificate Holders in accordance with the requirements set out in clause 5.1.1 or 5.1.3, but shall unless otherwise notified to You, follow the procedure set out in clause 5.3.

5.3 You shall confirm the identity of Your potential Certificate Holders and their authority to act, and one of Your Authorised Signatories shall notify the Bank of the identity of any potential Certificate Holder, and confirm their authority to act.

5.4 The Bank may rely upon any Digital Transmission issued in accordance with these PKI Terms and Conditions by any Certificate Holder (where that Certificate Holder has been issued with a Certificate following a request to the Bank made in accordance with clause 28) whose status as such has not been revoked by the Customer in accordance with clause 8.5.3.

## 6. Responsibility for Digital Transmissions

6.1 Subject to clause 6.2 and the detailed provisions relating to liability in the General Terms, provided that Your Certificates have not expired, or been suspended or revoked, You will be responsible for all transactions resulting from Digital Transmissions authenticated with a Digital Signature created with Your Private Key, and/or for which the Identity Certificate is confirmed as a valid Certificate through the Service.

6.2 Subject to the provisions relating to unauthorised transactions as set out in the General Terms, where You have notified the Bank in accordance with clause 10.3 that the security of Your system has been compromised You will, for sixty (60) minutes from the time at which the Bank acknowledges Your notification by fax, or until the Bank has confirmed by fax that Your Certificates have been suspended or revoked, whichever is the sooner, remain responsible

for all Digital Transmissions signed with Your Certificates.

6.3 Where You have confirmed to the Bank in accordance with clause 5 that an individual is authorised to act as a Certificate Holder, and provided (subject to clause 6.2) that Your Certificates have not expired, or been suspended or revoked, You will be responsible for all transactions resulting from Digital Transmissions, and You agree that each act or omission of any Certificate Holder (with respect to the relevant Certificate) shall for the purposes of these PKI Terms and Conditions (and as applicable for the purposes of the rules applicable to the IdenTrust Service) be deemed to be Your act or omission.

**7. Security**

7.1 You are solely responsible for establishing and applying adequate security systems, controls and procedures in relation to:

7.1.1 Your Software, and any Sign Online Card issued to You or to Your Certificate Holders, to prevent their loss, disclosure to any other party, modification or unauthorised use; and

7.1.2 monitoring all usage of the Service by Your Certificate Holders including, without limitation, all use of Certificates and all Digital Transmissions.

7.2 You must not disclose any PIN to anyone and must procure that Your Certificate Holders do not disclose any PIN.

7.3 If You obtain access to any information, including Confidential Information, that clearly does not concern You, You must:

7.3.1 treat any such material as Confidential Information in accordance with clause 25; and

7.3.2 notify the Bank immediately.

**8. Operational Requirements**

8.1 Certificate application

Application forms for the issue of a Certificate must be completed and submitted for approval by the Bank before any Certificate may be issued. An application for a Certificate will only be processed if the Customer has previously signed and agreed to these PKI Terms and Conditions.

8.2 Certificate issue

The process for Certificate issue is as follows:

8.2.1 The Bank will authenticate the identity of the applicant in accordance with clause 5.

8.2.2 The Bank will or will procure that its Certification Authority will generate and issue a Certificate for the applicant in accordance with these PKI Terms and Conditions, and in accordance with the rules applicable to the IdenTrust Service.

8.2.3 You or Your Certificate Holder must acknowledge receipt of any Certificate, and (in accordance with clause 8.3.3) check the accuracy of the information in conjunction with that Certificate on the day of its receipt (and in any event prior to its use).

8.3 Certificate acceptance

8.3.1 You acknowledge that Your first use, or that of any Certificate Holder, of the Service, or of any Certificate, shall be deemed to be an acceptance of the Certificate, and of the terms of the Bank's CPS, Identity Certificate Policy, Utility Certificate Policy (each of which is incorporated into Your Agreement and available on request made in accordance with clause 28) and these PKI Terms and Conditions.

8.3.2 You acknowledge that Your first use, or that of any Certificate Holder, of any Private Key shall be deemed to be an acceptance of the related Certificates, and of the terms of the Bank's CPS, Identify Certificate Policy, Utility Certificate Policy and these PKI Terms and Conditions.

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| <p>8.3.3 Your Certificate Holder(s) will check the accuracy of all information issued in conjunction with a Certificate, prior to any use of that Certificate, and first use of any such Certificate shall be deemed to be confirmation that such information is accurate.</p>   | <p>8.5.4 A Certificate shall be revoked where the Bank or its Certification Authority is advised of or becomes aware of any of the following circumstances:</p>  | <p>(f) The Bank, or the Certification Authority, deems that the revocation of the Certificate is necessary or appropriate to maintain the integrity of the Service;</p>  |
| <p>8.4 Certificate expiry</p> <p>A Certificate will expire in accordance with the terms on which it is issued.</p>   | <p>(a) You no longer have exclusive control of the Private Key, due to circumstances including but not limited to, a loss, theft, modification, unauthorised disclosure or other compromise of the Private Key of any Certificate Holder;</p>  | <p>(g) The Bank, or the Certification Authority, is requested to revoke a Certificate by a valid legal authority, or by the Root Certificate Authority;</p>  |
| <p>8.5 Certificate revocation and suspension</p>   | <p>(b) Material information contained in the Certificate is no longer valid;</p>   | <p>(h) IdenTrust has determined that there is an immediate and material threat to the safe and sound operation of the IdenTrust Service;</p>   |
| <p>8.5.1 The Bank shall act on any notice given in accordance with clause 28 to revoke or suspend a Certificate held by You or Your Certificate Holder, within no more than sixty (60) minutes of any confirmation that the Bank has received notice requesting such revocation or suspension, in accordance with clause 6.2. Pending the revocation or suspension of any Certificate, the provisions of clause 6.2 shall apply.</p> | <p>(c) Any Sign Online Card of any of Your Certificate Holders is blocked irreversibly, lost or stolen;</p>  | <p>(i) IdenTrust is prevented for any reason from operating or otherwise determines to discontinue the IdenTrust Service;</p>  |
| <p>8.5.2 The Bank shall act on any notice made in accordance with clause 28 to revoke the status of an Authorised Signatory or Certificate Holder.</p>   | <p>(d) You or a Certificate Holder have breached a material obligation under the applicable Certificate Policy or these PKI Terms and Conditions;</p>  | <p>(j) You or a Certificate Holder request that the Certificate be revoked; or</p>   |
| <p>8.5.3 The Bank shall act to revoke or suspend a Certificate in accordance with the terms of this clause 8.5.</p>  | <p>(e) The performance of Your or a Certificate Holder's obligations under these PKI Terms and Conditions or under the CPS has been delayed or prevented by an act of God, natural disaster, computer or communications failure, change in statute, regulation, or other law, official government action, including but not limited to acts by agencies responsible for export control administration, or other cause beyond Your reasonable control, and the Certificate has been or may be materially threatened or compromised;</p> | <p>(k) The Bank is required to do so under an applicable law or regulation or order of a court or other regulatory body.</p>   |
|  |  | <p>8.5.5 Where reasonably possible (and where it would not be a breach of security or be against the law), the Bank will attempt to contact You either by telephone or in writing when it takes action under Clause 8.5.4, and explain its reasons for doing so.</p> |
|  |  | <p>8.5.6 Where the Bank has taken action under this Clause 8, unless it terminates the agreement as a result, the Bank</p>   |

	will allow the normal use of Your Account to resume as soon as practicable once its reasons for taking such action cease to exist.	(a)	there is a suspicion of Identity and/or Utility Certificate Private Key compromise, but this has not been verified; or	8.5.10	A Certificate shall also be suspended where the Bank, or its Certification Authority:
8.5.7	A Certificate revocation request will only be processed if it has been received from an Authorised Signatory. In order to request the revocation of a Certificate:	(b)	You are in breach of the obligations of these PKI Terms and Conditions; or	(a)	determines at its discretion that the use of the Certificate jeopardises the IdenTrust Service; or
(a)	an Authorised Signatory must complete and sign a Certificate revocation form in the form provided by the Bank. Forms are available on request from the Bank;	(c)	You or a Certificate Holder requests that the Certificate be suspended; or	(b)	deems it necessary to protect the Service, or for any other reasonable business objective, and will be un-suspended where the Bank, or its Certification Authority:
(b)	The Bank or its Certificate Authority will verify the authority of an Authorised Signatory to request the revocation; and	(d)	a request by a valid legal authority; or	(c)	determines at its discretion that the use of the suspended Certificate no longer jeopardises the IdenTrust Service; or
(c)	The Bank will revoke, or procure the revocation of, the Certificate which is the subject of the authenticated revocation request, in compliance with the requirements of the IdenTrust Service.	(e)	if the Certificate is digitally identified to a CA Certificate (on which the Bank is relying) which has expired or is revoked.	(d)	no longer deems it necessary to suspend a Certificate in order to protect the Service, or to achieve any other reasonable business objective.
8.5.8	In the case of actual or suspected Private Key compromise, You must request revocation immediately upon detection of the compromise or suspected compromise, via an Authorised Signatory.	(f)	the suspicion which caused the Identity or Utility Private Key to be suspected of compromise no longer exists; or	8.5.1.1	Suspensions need not be initiated by an Authorised Signatory, but a request to un-suspend a Certificate will only be processed if received from an Authorised Signatory.
8.5.9	A Certificate shall be suspended where the Bank, or its Certification Authority, is advised of or becomes aware of any of the following circumstances:	(g)	a Certificate Holder, in conjunction with an Authorised Signatory, requests that their Certificate be un-suspended provided that such Certificate Holder originally requested that the Certificate be suspended; or		The process for Certificate suspension is as follows:
		(h)	a request by a valid legal authority.	(a)	On receipt of a Certificate suspension form the Bank will suspend, or procure the suspension of, the Certificate which is the subject of the suspension request, in compliance with the requirements of the IdenTrust Service.

	The process for Certificate un-suspension is as follows:	<b>9.</b>	<b>Bank Obligations</b>	10.2	You shall notify the Bank of any compromise of the security of
(b)	An Authorised Signatory must complete and sign a Certificate un-suspension form, and submit this form, as instructed by the Bank on the form.	9.1	The Bank shall provide the Service in accordance with the service levels set out in these PKI Terms and Conditions, as may be amended in accordance with the Specification Change Procedure set out in clause 12 from time to time.	10.2.1	a Certificate issued by the Bank as part of the Service; or
(c)	The Bank, or its Certification Authority, will verify the authority of the Authorised Signatory to request the un-suspension. The Bank may reject a request to un-suspend a Certificate where the request is received from an Authorised Signatory if, in the opinion of the Bank, the circumstances of the initial suspension warrant such an action.	9.2	The Bank shall use reasonable endeavours to ensure that the OCSP Responder is available 24 hours per day, 7 days per week, save where it is necessary for the OCSP Responder to be unavailable for maintenance, upgrades or in response to any emergency, including but not limited to any breach of security. In the event that the Bank intends to make the OCSP Responder unavailable, it will use reasonable endeavours to minimise any disruption to You, or to the Service.	10.2.2	the Service, Your system or any Sign Online Card; or
(d)	The Bank, or its Certification Authority, will un-suspend the Certificate which is the subject of the authenticated un-suspension request, in compliance with the requirements of the IdenTrust Service.			10.2.3	any Public or Private Key relating to the registration authority or the Certification Authority,
					as soon as You become aware of such compromise.
8.5.1.2	A Certificate issued under these PKI Terms and Conditions may be suspended for a period no greater than the period from the date of suspension request up to the date of expiry of the Certificate.	<b>10.</b>	<b>Customer Obligations</b>	10.3	If You suspect, believe or become aware that an unauthorised third party knows Your or any other PIN, or that the validity or accuracy of any of Your Private Key(s), Sign Online Cards or Certificates has been compromised or if You or any of Your Personnel become aware of any of the grounds for revocation or suspension of Certificates which are set out in clause 8.5, You must notify the Bank immediately by telephone or fax (and confirm in writing) using the contact details contained in clause 28.1.
		10.1	You shall promptly notify the Bank of:		
8.6	Following revocation of a Certificate or other termination of Your Agreement, You shall, at the request of the Bank, cease using that or any other Certificate and destroy as promptly as possible all Sign Online Cards, Software tokens, Private Keys, Public Keys, Certificates and IdenTrust Specifications.	10.1.1	any developments which may have a material adverse impact on Your ability to meet Your obligations under these PKI Terms and Conditions; or	10.4	You shall comply with, and shall ensure that Your Personnel comply with, any Certificate Policy or other procedure, user guide or manual or other instruction provided to You by the Bank, or its agent, from time to time and, where necessary, shall ensure that Your Personnel, including Certificate Holders and Authorised Signatories, are aware of and act in
		10.1.2	any critical event which may cause financial damage and/or disturbance to the Bank's operations, or the operations of any of the Bank's Group Companies.		

accordance with Your obligations under these PKI Terms and Conditions.

10.5 You shall comply, or ensure that any element of Your system interfacing with or necessary to operate the Service complies, with the minimum technical specifications set out in Schedule 2. The Bank makes no representations or warranties as to the suitability of any system or software (including telecommunications links) provided by You for the purpose of using the Service, and You will be responsible for maintaining such system, software or telecommunication links at Your expense.

10.6 You accept that, to the extent permitted by law, all warranties (express and implied) from the Bank including any warranty of fitness for a particular purpose or of accuracy of information provided in respect of the Service, the Private/Public Key pairs, the Certificates or otherwise are excluded.

10.7 You shall ensure that each of Your Digital Transmissions and any notice to the Bank under these PKI Terms and Conditions includes a time stamp.

10.8 You will at any time and from time to time on reasonable notice from the Bank (except in an emergency) demonstrate to the Bank's satisfaction full compliance with Your obligations under these PKI Terms and Conditions and, in default, shall allow access for the Bank or its agents to Your premises, Personnel, records and systems to enable the Bank or

its agents to check such compliance and will pay the Bank's reasonable costs of so doing.

## 11. Support

11.1 The Bank will provide support for the Service, during the hours of 9am to 5pm in the United Kingdom on Business Days, as set out in Schedule 1.

11.2 The Bank shall not be obliged to provide support in respect of

11.2.1 improper installation, use, operation, or neglect, of the Software or any Sign Online Card; or

11.2.2 use of the Software or any Sign Online Card for purposes for which it was not designed; or

11.2.3 any problem related to any failure on Your part to comply with the provisions of clause 10.4 or clause 10.5; or

11.2.4 any repair, alteration or modification of the Software or any Sign Online Card (including the whole or any component part thereof) by any person other than the Bank's Personnel or without the Bank's prior written consent; or

11.2.5 where applicable, Your failure to install any new release or upgrade of the Software issued to You by the Bank, or its agent; or

11.2.6 Your use of the Software or any Sign Online Card other than as specified in any user guide supplied by the Bank, or its agent; or

11.2.7 any unforeseeable impact on the existing software, operating system or applications on Your information technology or telecommunications systems; or

11.2.8 any software or hardware supplied by a third party other than where it has been supplied by or on behalf of the Bank, or in accordance with the Bank's specifications.

## 12. Specification Change Procedure

12.1 The Bank may alter these PKI Terms and Conditions from time to time in accordance with the provisions for variations set out in the General Terms.

12.2 Where the Bank takes the view that changes to these PKI Terms and Conditions will have a material impact on Customers, or Certificate Holders, the Bank will:

12.2.1 incorporate such proposed changes into a new version of these PKI Terms and Conditions; and

12.2.2 inform You, and Your Certificate Holders (as necessary) of the proposed changes in accordance with this clause 12.

12.3 Changes to these PKI Terms and Conditions which, in the reasonable judgment of the Bank, will have no impact or only a minimal impact on Customers, or Certificate Holders, will be effective immediately upon notification to You and will apply to all Certificates issued subsequently.

12.4 The Bank or its agent may change any aspect of the Service, or associated systems. The Bank will, to the extent possible, give You reasonable notice of such changes, in accordance with this clause 12.

### 13. Fees

13.1 You will pay to the Bank, on demand, the fees and charges payable to the Bank under the terms and conditions applicable to any account or other product You may hold with the Bank from time to time, and as may be notified to You in connection with the Service, from time to time. The Bank will, in consideration of Your complying with the obligations set out in these PKI Terms and Conditions, and in consideration of Your continued operation of Your account(s) with the Bank (including the payment of applicable fees) provide You with the Service.

13.2 You shall be responsible for paying all telecommunication or similar costs associated with Your connection to or use of the Service.

### 14. Intellectual Property Rights

#### Ownership

14.1 Subject to clause 14.2, You acknowledge that the Bank, its Certification Authority and/or IdenTrust own all rights in the Certificates, any Private Key storage mechanisms (including, but not limited to, any Sign Online Card), any specifications or documentation relating to the IdenTrust Service, the IdenTrust Marks, and any other materials as may be provided to You as part of the Service from time to time.

14.2 Where materials are provided to You under a licence or sub-licence, You acknowledge that the Bank and/or its licensors own all rights in such materials.

#### Sub-Licence of the IdenTrust Marks

14.3 The Bank grants to You a non-exclusive, non-transferable, royalty-free, personal sub-licence to use the IdenTrust Marks:

14.3.1 solely for the purpose of indicating that You transmit or accept Digital Transmissions authenticated through the IdenTrust Service;

14.3.2 in accordance with the IdenTrust Marks and Brand Usage Guidelines (the “Guidelines”), as amended from time to time; and

14.3.3 on the terms of this clause 14.

14.4 You shall have no right to assign, sub-licence or otherwise transfer or purport to transfer any of the rights in the IdenTrust Marks without the prior written consent of IdenTrust. The terms of this sub-licence shall be binding on You, Your legal representatives and permitted successors and assigns. The Bank shall provide a copy of the Guidelines which are incorporated into Your Agreement on receipt of a request to do so made in accordance with clause 28.

14.5 You shall notify the Bank as soon as You become aware of any actual or potential infringement, misuse or misappropriation of any right in the IdenTrust Marks and shall provide the Bank with such information or other assistance as it shall reasonably request in connection with the same.

14.6 On termination of this sub-licence, You shall immediately cease using the IdenTrust Marks and all materials bearing the same and, on request by the Bank, destroy all such materials including Sign Online Cards and any brochures.

**15. Intellectual Property Rights Indemnity**

- 15.1 Subject to clause 15.2, the Bank will indemnify You against liability arising under any final judgment in proceedings brought by a third party against You which determines that Your authorised use of the Software or any Sign Online Card constitutes an infringement in the United Kingdom of any third party intellectual property rights.
- 15.2 The Bank will not indemnify You as provided in clause 15.1 unless You:
  - 15.2.1 notify the Bank in writing as soon as practicable of any infringement, suspected infringement or alleged infringement; and
  - 15.2.2 give the Bank, or its agent, the option to conduct the defence of such a claim, including negotiations for any settlement or compromise of that claim prior to the institution of legal proceedings; and
  - 15.2.3 provide the Bank with reasonable assistance in conducting the defence of such a claim; and
  - 15.2.4 permit the Bank or its agent to modify, alter or substitute the infringing part of the Software or any Sign Online Card at its own expense in order to avoid continuing infringement, or at the option of the Bank, authorise the Bank or its agent to procure for You the

authority to continue the use and possession of the infringing Software or any Sign Online Card.

- 15.3 The Bank will not indemnify You to the extent that an infringement, suspected infringement or alleged infringement arises from:
  - 15.3.1 use of the Software or any Sign Online Card in combination by any means and in any form with other software, programs or applications not specifically approved by the Bank; or
  - 15.3.2 use of the Software in a manner or for a purpose not reasonably contemplated or not authorised by the Bank; or
  - 15.3.3 modification or alteration of the Software without the prior written consent of the Bank; or
  - 15.3.4 any transaction entered into by You relating to the Software without the Bank's prior written consent; or
  - 15.3.5 the Bank's following the system or technical documentation relating to the IdenTrust Service, any other specification issued by the Root Certificate Authority or by any third party whose requirements the Bank, or its Certification Authority, is compelled to observe from time to time.
- 15.4 You will indemnify the Bank and its Group Companies against any loss, costs, expenses, demands or liability,

whether direct or indirect, arising out of a claim by a third party alleging infringement of intellectual property rights, if and to the extent that:

- 15.4.1 the claim arises from an event specified in clause 15.3; or
- 15.4.2 the ability of the Bank to defend the claim has been prejudiced by Your failure to comply with any requirement of clause 15.2.

**16. Data Protection**

- 16.1 You and the Bank will each at all times comply with the Data Protection Act 1998, as amended from time to time, when processing personal data (as those terms are defined in that Act), including obtaining any necessary informed consent to all processing required under these PKI Terms and Conditions. Each party to these PKI Terms and Conditions will take appropriate technical and organisational measures, from time to time, against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Where the Bank acts as a data processor on Your behalf, it will do so only in accordance with Your instructions and with this clause 16.
- 16.2 Your Certificate Holders and Authorised Signatories are entitled to obtain a copy of the personal data the

- Bank holds about them by contacting Your normal Relationship Manager and upon payment of the appropriate fee.
- 16.3 The Bank will not disclose personal data about You or Your Certificate Holders or Authorised Signatories, and in particular any details of name and address held by the Bank, to a third party except as set out in this clause 16, or with Your or their consent, or otherwise in accordance with the Data Protection Act 1998, as amended from time to time, or the Lending Code (to the extent applicable to You).
- 16.4 You acknowledge that the Bank may disclose personal data as follows:
- 16.4.1 to Personnel of the Bank and its Group Companies to administer the Service, subject to such Personnel undertaking to keep personal data confidential; or
- 16.4.2 to any Root Certificate Authority, and their employees and agents, involved in providing the Service (which recipient(s) may subsequently disclose such personal data to the extent necessary to provide the Service, or facilitate its provision to You); or
- 16.4.3 to Personnel and distributors of the Bank contracted to provide any support or administration, IT, facilities management or similar services to the Bank; or
- 16.4.4 to any company or organisation to which the Bank transfers its responsibilities to provide the Service to You to; or
- 16.4.5 to any other party to a transaction, or to anyone else connected with any transaction, using the Service or their respective bankers, agents and intermediaries; or
- 16.4.6 to third parties including relevant professional advisers to the extent necessary in relation to any dispute between You and the Bank or any Root Certificate Authority; or
- 16.4.7 if required by applicable law or pursuant to an order of a court or other government or regulatory authority with which the Bank is legally obliged to comply,
- even though those parties to whom personal data is disclosed may be located outside the European Economic Area in countries where the level of protection for privacy of personal data may not be as extensive as that within the European Economic Area.
- 16.5 The Bank may disclose information about You, or Your Certificate Holders or Authorised Signatories to its Group Companies in order to provide or develop the Service, but will not give information about You to its subsidiaries or associated companies for marketing purposes, without Your permission. You can choose not to receive any marketing information relating to the Bank's products and services by notifying the Bank in writing.
- 16.6 Telephone conversations may be recorded or monitored, for security purposes and to maintain a high standard of service.
- 16.7 In order to comply with its obligations under financial legislation, for audit purposes or to answer any future queries in respect of the same, or Your personal data, the Bank may retain personal data after Your contract with the Bank has ended. The Bank will not hold personal data for any longer than is necessary for the above purposes.
- 17. Liability**
- 17.1 Save as otherwise set out in this clause 17, the Bank's liability to You will be in accordance with the terms and conditions applicable to the account or product provided to You by the Bank with which Your use of the Service is associated.
- 17.2 The Bank's liability shall be limited to the amount set out in the terms and conditions applicable to the account or product offered to You by the Bank with which You use this Service, except to the extent that wilful or negligent acts or omissions of the Bank cause loss or damage.
- 17.3 The Bank will not be responsible for, and excludes liability for, indirect or consequential loss or damage that You may suffer or incur for any reason including

but not limited to loss of profits, anticipated savings or loss of business or revenue.

17.4 If for any reason (including faults or defects in a Sign Online Card or the Software or other components supplied to You by, or on behalf of, the Bank, in connection with the Service) the Software or Sign Online Card fails, is unavailable or does not perform as expected or required by You, such that You are not able to use the Service or complete transactions, including as a result of improper or incorrect use of the Sign Online Card or Service by Your Certificate Holder, or as a result of the act or omission of a third party, the Bank will not be responsible for, or be liable for, any resulting loss or damage.

17.5 Subject to provisions in relation to unauthorised transactions contained in the General Terms, the Bank shall not be liable for any liability, loss or damage arising from a transaction resulting from Digital Transmissions authenticated with a Certificate created with Your Private Key:

17.5.1 where such Certificate has expired; or

17.5.2 where the Bank has received a request to revoke or suspend a Certificate, for up to sixty (60) minutes from the time of confirmation that such request has been received, or until Your Certificate has been suspended or revoked, whichever is the sooner.

For the avoidance of doubt, where You or Your Certificate Holder make a Digital Transmission based upon a Certificate that has expired, or in relation to which receipt of a suspension or revocation request has been acknowledged by or on behalf of the Bank, in the event that the Bank or its agent acts on the Digital Transmission in question where such is in respect of a transaction authorised by You, the Bank shall not be liable to You.

17.6 The Bank shall not be responsible for any loss, damage or liability that You may suffer or incur by reason of or in connection with:

17.6.1 the Bank acting on any facsimile instruction which purports to have been despatched from You by any person appearing to be an Authorised Signatory; or

17.6.2 any error contained in any facsimile message irrespective of whether the error originated in the transmission or the receipt of the facsimile message; or

17.6.3 any delays in transmission or payment resulting from an error or errors contained in any facsimile message; or

17.6.4 any non-receipt by the Bank of a facsimile message which appears to have been transmitted by You.

17.7 You agree that each act or omission of each of Your Authorised Signatories and Certificate Holders shall

for all purposes of these PKI Terms and Conditions be deemed to be an act or omission of You.

17.8 If the Bank elects to provide any aspect of the Service through an agent or sub-contractor (which, for the purposes of this clause 17.8, shall include the Bank's Certification Authority) then You agree that no such agent or sub-contractor will have any liability to You and that You will not be entitled to make any claim against them.

## 18. Financial Responsibility

18.1 You will indemnify and continue to indemnify the Bank, its Group Companies, its Certification Authority and any agent or sub-contractor through whom the Bank elects to provide any aspect of the Service from time to time and IdenTrust fully against any liability, loss or damage suffered or incurred by them, howsoever arising and by whomsoever caused, whether arising directly or indirectly, in relation to:

18.1.1 conduct by You leading to an erroneous valid Certificate status response being generated with respect to a Certificate registered to You; or

18.1.2 conduct on the part of Your Certificate Holders; or

- 18.1.3 conduct by any third party supplier of software or systems that You instruct, save where such supplier is engaged on the instructions of the Bank; or
- 18.1.4 Digital Transmissions, sent or generated by You or Your Certificate Holders, to persons or entities that are not IdenTrust Participants; or
- 18.1.5 any failure on Your part to comply with these PKI Terms and Conditions; or
- 18.1.6 otherwise Your use and operation of the Service, or Your access to the Service, except to the extent such liability, loss or damage is due to the wilful acts or negligence of the Bank.
- 18.2 The Bank may, at its discretion debit Your account with all sums paid, charged or incurred by the Bank in effecting instructions that purport to have been despatched from You by an Authorised Signatory, or any person who appears to be an Authorised Signatory, and on demand, You will place the Bank in funds to meet such debits.
- 18.3 You agree not to make any claim or demand against the Bank in respect of any such loss, damage or liability, and shall indemnify the Bank against any loss, damage or liability the Bank may suffer or incur as a result of acting in accordance with the provisions of clause 28.2.

**19. Software Licence**

- 19.1 You are granted a non-exclusive non-transferable licence to use the Software. The following terms shall apply to the licence of the Software:
  - 19.1.1 You must and must procure that Your Certificate Holders shall:
    - (a) use Sign Online Cards and the Software for the purposes of the Service only;
    - (b) install, use and upgrade the Software, or where applicable any Sign Online Cards issued, as per the user guide issued by the Bank from time to time;
    - (c) where You are provided with an upgrade, as soon as practicable after receipt:
      - (i) install it on to Your computer system;
      - (ii) if instructed to do so by the Bank, stop using the old Software or Sign Online Card; and
      - (iii) if instructed to do so by the Bank, destroy the old Software or Sign Online Card.
  - 19.1.2 You must not and must procure that Your Certificate Holders shall not:

- (a) copy, publish, sell, rent, lease, de-compile, reverse engineer or modify the Software (or any part of it); or
- (b) make use of any Sign Online Card, or the Software, except as expressly permitted by these PKI Terms and Conditions, by law or as agreed in writing by the Bank.
- 19.2 All rights and licences granted to You by this clause 19 shall terminate:
  - 19.2.1 on termination of these PKI Terms and Conditions; or
  - 19.2.2 on termination of the IdenTrust Specification License Agreement between the Bank, or any of its Group Companies, and IdenTrust for any reason.
- 19.3 The following additional terms shall apply to the licence of the Software:
  - 19.3.1 the Bank and You agree and intend that these PKI Terms and Conditions will provide certain rights to the benefit of IdenTrust, and that IdenTrust shall be a deemed third party beneficiary of these PKI Terms and Conditions; and
  - 19.3.2 You may use the Software, the Sign Online Card or the Service in connection with the use or operation of the IdenTrust Service and for no other purpose; and
  - 19.3.3 You shall have no right to assign, sub-licence or otherwise transfer any of the rights in the Software

without the prior written consent of the Bank and the software developer; and

19.3.4 upon termination of Your Agreement for any reason, You must promptly cease using the Software.

## 20. Hardware

The Bank or its agent may supply, or offer to supply, You with Hardware from time to time, or supply You with minimum technical specifications for infrastructure required for the use of, or integration with, the Service. Any additional terms relating to such Hardware, or to such technical specification, will be notified to You in accordance with clause 12 (Specification Change Procedure).

## 21. Warranties

21.1 You warrant that any information submitted to the Bank, or to their agent, including to any Certification or Root Certificate Authority in connection with a request for a Certificate, or the confirmation of any Certificate as a valid Certificate, is accurate.

21.2 You shall take reasonable steps to ensure that all material provided by You, or on Your behalf from time to time, to the Bank or its agent, including to any Root

Certificate Authority or otherwise used by it or them in connection with the Service contains no viruses, worms, trojan horses, time bombs, time locks or similar programs or devices.

## 22. Recourse

22.1 You agree that Your only recourse in connection with the Service, including with respect to claims arising out of the negligence of any person, is to the Bank, and only to the extent provided for in these PKI Terms and Conditions.

22.2 You recognise and agree that You have no recourse in this regard to IdenTrust, any IdenTrust Participant, the Bank's Certification Authority or any other person, in connection with the Service, but may have recourse or liability to other Customers, or customers of other IdenTrust Participants, that are the counter-parties to Digital Transmissions sent or received by You.

22.3 Nothing in this clause 22 shall be construed to exclude liability for gross negligence or wilful misconduct, or for any other liability that cannot be excluded by law.

## 23. Legal Effectiveness of Certificates

23.1 You agree that all Digital Transmissions authenticated with a Digital Signature created with Your Private Key(s) shall have the same legal effect, validity and enforcement as if the Digital Transmission had been in writing, and signed by You.

23.2 You will not challenge the legal effect, validity or enforceability of a Digital Transmission or Certificate on the basis that it is in digital rather than written form.

23.3 You shall not interfere with any procedures in relation to the logging or time-stamping of Digital Transmissions or the verification of Digital Signatures generated using any Sign Online Card supplied.

23.4 All records of Digital Transmissions shall be admissible in court, and shall be deemed to constitute evidence of the facts contained therein, save as set out in clause 23.5.

23.5 You acknowledge and agree that all records of the time at which an event took place generated in accordance with these PKI Terms and Conditions shall be deemed to be correct, and shall be accepted by You as conclusive evidence of the time at which such an event took place, other than in relation to fraud or manifest error, or where proved to the contrary by You.

**24. Termination**

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|---|--|--|
| <p>24.1 The Bank may suspend or terminate Your use of the Service, in whole or in part, at any time, in accordance with the termination provisions set out in the General Terms.</p> <p>24.2 You may terminate Your use of the Service by giving the Bank one month’s written notice of termination. Such termination:</p> <p>24.2.1 will not be effective unless the notice of termination is actually received by the Bank and made in accordance with clause 28; and</p> <p>24.2.2 will take effect from 5pm, London time, on the Business Day after the day on which the Bank actually receives notice of termination; and</p> <p>24.2.3 will not affect any obligations incurred by You in respect of use of the Service prior to the time at which termination takes effect under clause 24.2.2.</p> <p>24.3 All monies due and owing to the Bank in connection with the Service, if not already due and payable, will immediately become due and payable upon the date that the Bank actually receives notice of termination or upon which the Bank terminates Your Agreement.</p> <p>24.4 The Bank may in its sole discretion decide not to process any transactions that have been forward-dated</p> | <p>24.5 If the Bank receives transactions via the Service after notice to terminate has been given by either party, but before termination has taken effect, those transactions may be acted upon before termination, but shall not be acted upon after termination.</p> <p>24.6 Upon termination of Your Agreement by either party:</p> <p>24.6.1 You will immediately de-install and return (at Your cost) the Software, and all materials relating to the Software, to the Bank, and remove all copies of the Software from any computer, server or local area network on which the Software is installed. Any right to use the Software and related components will terminate upon receipt of any termination notice; and</p> <p>24.6.2 You will return all Sign Online Cards to the Bank.</p> <p>24.7 These PKI Terms and Conditions will continue indefinitely, save in the event of an earlier termination in accordance with this clause 24.</p> | <p>or its agent, for any purpose other than the development or operation of the Service, without the prior written consent of the Bank or its agent as appropriate.</p> <p>The Bank shall not disclose to any third party, or permit any others to disclose to any third party, any Confidential Information received from You or Your Certificate Holders or Authorised Signatories, other than in accordance with clauses 16 and 25.</p> <p>25.2 Except when otherwise provided by applicable law, the obligations of this clause 25 shall not apply to any disclosure of Confidential Information if that disclosure:</p> <p>25.2.1 is necessary to provide any aspect of the IdenTrust Service including disclosure between the Bank and its Certification Authority;</p> <p>25.2.2 is pursuant to the investigation or resolution of an alleged error;</p> <p>25.2.3 is pursuant to a dispute resolution or the resolution of a dispute arising under these PKI Terms and Conditions;</p> <p>25.2.4 is otherwise authorised by the parties with an interest in the information;</p> <p>25.2.5 is required by applicable law or is pursuant to an order of a court or other government or regulatory authority</p> |
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**25. Confidentiality**

- with which the recipient is legally obliged to comply; or
- 252.6 is pursuant to a demand made by any government regulatory agency or authority with jurisdiction over the recipient.
- 25.3 A recipient of Confidential Information shall limit disclosure of such Confidential Information to its employees, professional advisers, consultants and representatives who require access to such information to enable the recipient to develop and operate the Service and who have been made aware of and instructed to observe the terms of this clause 25, save only that that Bank may disclose Confidential Information to its Group Companies, in order to provide or develop the Service.
- 25.4 A recipient shall provide notice to the disclosing party as promptly as reasonably possible in the event the recipient learns of an actual or potential breach of confidentiality of any Confidential Information of the disclosing party and shall reasonably co-operate with that disclosing party to remedy such breach of confidentiality and, if possible, recover any disclosed Confidential Information.
- 25.5 If a recipient is required by an order of any court or other government agency to disclose any Confidential Information disclosed to it, it shall provide the disclosing party with prompt written notice of any such requirement so that the disclosing party may seek an appropriate protective order or waive compliance with the provisions hereof. Upon the request and at the expense of the disclosing party the recipient will reasonably co-operate with the disclosing party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded such Confidential Information.
- 25.6 Nothing in this clause 25 shall be construed as:
- 25.6.1 confirming an expressed or implied licence or an option of a licence to a recipient, whether under any patent, copyright, trade mark, licence right or trade secret owned or obtained by the disclosing party;
- 25.6.2 obliging a party to enter into any other agreement of any kind with another party.
- 25.7 The parties agree that in the event of any breach by a recipient of any of the obligations in this clause 25, the disclosing party shall have the right to:
- 25.7.1 receive compensation for actual damages from the recipient for any losses incurred by reason of such breach, including reasonable legal costs; and
- 25.7.2 apply pursuant to the dispute resolution procedure set out in these PKI Terms and Conditions, or to a court of competent jurisdiction, for the entry of an immediate order to restrain or enjoin the breach of such obligations by the recipient and otherwise to specifically enforce the provisions of this clause 25.
- 25.8 Upon the earliest of:
- 25.8.1 termination of these PKI Terms and Conditions; or
- 25.8.2 the request of a disclosing party,
- a recipient shall promptly (but in any event within 30 days following termination or receipt of any request) return to the disclosing party, or at the disclosing party's option, destroy, any Confidential Information (and all copies thereof made by or for the recipient) in tangible form in any and all media, and delete or erase such Confidential Information (and copies) from computer systems, in the possession, custody or control of the recipient or any person acquiring such Confidential Information (and copies) through the recipient. The recipient shall certify to the disclosing party, in writing, that it has complied with the requirements of this clause 25.8.
- 26. Dispute Resolution Procedures**
- 26.1 The Bank is committed to providing a high standard of customer service. However, if You are not happy with

any aspect of the Bank's service, please request details of the Bank's internal complaint handling procedures by contacting us. The Bank's aim is to resolve complaints to the satisfaction of the Bank's customers. If You have followed our complaint procedures and You disagree with the response We have given, You can refer the matter to the Financial Ombudsman Service. Details are available from Us or from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). If You are a Corporate Opt-out Customer You will not be able to complain to the Financial Ombudsman Service. You will also be able to contact the Financial Conduct Authority (FCA) or the Payment Systems Regulator (PSR) if You think that We have broken the Payment Services Regulations 2017.

- 26.2 Making a complaint will not prejudice Your right to instigate legal proceedings.
- 26.3 You will also be able to contact the Financial Conduct Authority if You think that We are in breach of the Payment Services Regulations 2009. The Financial Conduct Authority will use this information to inform their regulatory activities.
- 26.4 In the event of any dispute solely between You and the Bank, arising out of or in connection with the Service, which has not been resolved in accordance with the complaints handling procedure set out in clause 26.1, You may instigate legal proceedings against the Bank, subject to restrictions in these PKI Terms and Conditions.

- 26.5 The Bank will not intervene in any dispute between Customers and third party complainants in relation to the registration or use of a subject name in a Certificate. In the event that any party notifies the Bank that it has a claim in respect to the subject name in a Certificate, or any other information contained in a Certificate, the Bank will notify You of such notification of a dispute but will take no other action.
- 26.6 You agree that, in the event of any dispute between You and any IdenTrust Participant other than the Bank or between You and the Bank's Certification Authority, and/or between You and IdenTrust, or any dispute with the Bank that involves related claims by, or against, other IdenTrust Participants, any dispute arises out of or in connection with the Service or the IdenTrust Services, shall be finally determined pursuant to the IdenTrust Dispute Resolution Procedures (which are incorporated into Your Agreement and a copy of which is available on request made in accordance with clause 28) and You will not challenge any such determination in any other forum.
- 26.7 You expressly consent to being joined as a party to any dispute resolution procedure in respect of disputes provided for under clause 26.5, and in accordance with the IdenTrust Dispute Resolution Procedures.
- 26.8 In the event that You, or a counter-party to a Digital Transmission sent or received by You, seek a determination under the IdenTrust Dispute Resolution

Procedures, as to whether a Digital Signature is genuine, valid, binding and legally enforceable, You acknowledge and agree that such determination shall be final.

**27. Sub-Contractors**

Subject to the provisions of this clause 27, the Service will be provided by the Bank but, for the avoidance of doubt, You acknowledge that the Bank may provide the Service using third party sub-contractors.

**28. Notices**

- 28.1 Any notification required to be made by You under these PKI Terms and Conditions shall be advised to the Bank by telephone or fax (if required to be done immediately) and confirmed in writing to:

Danske Bank  
 c/o Northern Bank, Bacs Customer Service Group  
 PO Box 183  
 Donegall Square West  
 Belfast  
 BT1 6JS

Telephone Number: 0845 6034615 / 028 9004 9550

Fax number: 028 9004 9712

and signed by any Authorised User on Your behalf.

28.2 The Bank is hereby authorised to accept, and act upon on Your behalf, any such communication received by the Bank in accordance with these PKI Terms and Conditions which purports to have been given by or despatched from You, acting by an Authorised Signatory, or a person who appears to be an Authorised Signatory at the time the message is received, irrespective of whether the message in fact was given or despatched by an Authorised Signatory.

28.3 Any notice, request, approval or other communication to be given by the Bank to You under or in connection with these PKI Terms and Conditions shall (unless otherwise stated) be in writing and delivered or sent by email, facsimile, or prepaid first class letter addressed in accordance with the latest contact details which You have given the Bank.

28.4 A communication by You is deemed to be received on the date of actual receipt by the Bank and is deemed to take effect from 5pm on the Business Day after the date of actual receipt.

28.5 A communication to You is deemed to be received by You when sent by the Bank or, if posted, on the next Business Day after posting and is deemed to take effect from that date or the effective date appearing on the

communication even if none of Your Personnel is aware of its receipt.

## 29. Entire Agreement and Enforceability

29.1 Your application form (once approved by the Bank), these PKI Terms and Conditions, and the terms and conditions applicable to any other account or product provided to You by the Bank with which Your use of the Service is associated, are the entire agreement between You and the Bank, and all other terms, conditions, undertakings and warranties (whether implied by law or otherwise) are excluded, to the extent permitted by law.

29.2 In the event that any provision of these PKI Terms and Conditions is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

## 30. Assignment and Third Party Rights

30.1 You may not assign or transfer to any other person or entity any of Your rights and interests under Your

Agreement without the prior written consent of the Bank.

30.2 The Bank may assign any of its rights and interests under Your Agreement, without Your consent.

30.3 Nothing in these PKI Terms and Conditions shall give any rights to any third party under the Contracts (Rights of Third Parties) Act 1999, save as expressly set out in these PKI Terms and Conditions including, without limitation, those provisions which provide a benefit to IdenTrust, other IdenTrust Participants, any Certification Authority or the Bank's agents or sub-contractors.

## 31. Governing Law

31.1 Your Agreement and the transactions contemplated by these PKI Terms and Conditions are governed by and construed in accordance with the laws of England and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of England.

The Bank is authorised by the Danish Financial Supervisory Authority (Finanstilsynet) and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority, and complies with the requirements of the Financial Conduct Authority to pay due regard to customers' interests and to treat customers fairly.

This publication is also available on request in Braille, in large print, on tape and on disk. Speak to a member of staff for details.

## **Schedule 1: Support**

The Bank will provide support for the Service, during the hours of 9am to 5pm in the United Kingdom on Business Days. We also provide an out of hours emergency support service from 5pm to 10.30pm on Business Days.

Support is subject to the exclusions set out in clause 11.2.

In the event that You wish to obtain support, You should contact Bacs Customer Service on 0845 6034615 / 028 9004 9550.

## Schedule 2: Minimum Technical Specifications

Minimum 60 Mb hard disk space free

SVGA colour monitor (17 inch recommended)

Screen resolution minimum 800 x 600 pixels (1024 x 768 pixels recommended)

Microsoft Windows XP (or higher)  
<http://support.microsoft.com/gp/lifeselect/win>

Internet Explorer (IE) v5.5 with 128 bit encryption  
<http://support.microsoft.com/gp/lifeSelect/IntMSN>

Internet Connection - minimum V90 Modem, but ISDN or Broadband/ADSL recommended

USB connectivity for Smart Card Reader

The workstation must meet the normal system requirements to run the version of Windows OS installed.

Computers on which Classic Client is to be installed must have at least:

- 1 Gigahertz (GHz) processor or faster for 32-bit or 64-bit versions of Windows
- 1 GB of RAM for 32-bit versions of Windows

- 2 GB of RAM for 64-bit versions of Windows

In addition, each user workstation must have at least 50 MB of available hard disk space for eSigner to operate correctly.