

Subscription agreement of a minor's guardian

For electronic certificates issued under the intermediate certificate of Auðkenni

between
Auðkenni hf.,
kt. 521000-2790,
Engjateigi 3, 103 Reykjavík,
here after named Auðkenni,

and
[]
kt. []
[]
here after named **subscriber**.

25 Introduction

Auðkenni is a certification authority which issues electronic certificates. The certificates can be used for a full electronic signature in accordance with the Act nr. 28/2001 about electronic signatures.

The guardian has applied for the issuance of electronic certificates for the subscriber and agrees when applicable that the electronic certificates are filed with the subscriber's debit card. The guardian is aware that this agreement applies to the processing of the electronic certificates and that the terms for the debit card do not apply to the electronic certificates.

26 Definitions

Revocation: Irreversible action including certificates rendered invalid before their expiration date.

Certificate revocation list: A list of certificates no longer valid due to revocation.

Subscriber: A minor who electronic certificates are issued to and has authority to use them.

Public key: A cryptographic key intended for any party, for use in encrypted communication with a subject. In the case of dual encryption a public key is used both for encryption and proofing of an electronic signature.

Private key: A secret key intended for one user. In the case of a dual key encryption as in a public key environment, a private key is used both for decryption and to create an electronic signature.

Guardian: He who handles the affairs of a minor according to the law, either innately or appointed as guardian (also custodian).

PKI PIN: A personal entry number which limits a subscriber's access to electronic certificates to himself.

PUK: A subject's personal entry number, used to activate the certificates.

Electronic certificates: A certificate in electronic form linking cross-checking data to a subscriber and confirming who he is. The subscriber's public key is in the certificates along with other data, encrypted with the private key of the certification authority. Electronic certificates are used to sign, encrypt or identify a subscriber.

Registration authority: An entity responsible for the certification of a subscriber, but neither signs the certificates nor issues them, more specifically a bank institution which delivers the electronic certificates to the subject.

Suspension: A temporary inactivity of certificates, either due to the fact that they have not been activated or they are being checked for the possibility of having to be revoked.

Certification: A statement issued after the registration of a subscriber confirming that he is the one who the information in public certificates presented at the registration indicate.

Certification policy of Auðkenni: A document containing demands which Auðkenni has set for itself about the issuance and processing of electronic certificates.

27 Authority to use electronic certificates and reception of certificates

27.1. Granting of authority

Auðkenni grants the subscriber permission to use the electronic certificates for electronic signature, encrypting, or the subscriber's identification, with the conditions specified in this agreement.

27.2. Authority limitations

The subscriber is aware that the subject is only permitted to use the certificates in connection with actions pertaining to himself.

27.3. Reception of certificates

By signing this agreement the guardian confirms the reception of the electronic certificates.

28 Execution of the agreement

Registration authorities act on behalf of Auðkenni in matters pertaining to this agreement.

Registration authorities are responsible for the certification of a subscriber and the delivery of electronic certificates to him, but neither sign the certificates nor issue them, according to 1. mgr. 1. gr.

29 Authority and obligations of Auðkenni

29.1 Service by Auðkenni

Auðkenni supplies information about the condition of electronic certificates, i.e. whether certificates are valid, have been revoked or suspended.

All service rendered by Auðkenni due to electronic certificates is in accordance with the certificate policy of Auðkenni as it is at each time. The certificate policy can be accessed at www.audkenni.is.

Auðkenni publishes announcements on it's website about all changes made to a published certificate policy. Such announcements are in addition published at the subscriber's netbank.

29.2. Service regarding revocation at the subscriber's initiative

During the term of this agreement Auðkenni will immediately start the revocation of the electronic documents at the request of the subscriber.

In the case of a subscriber wishing to revoke the electronic certificates he must forward an announcement in this regard to the registration authority with the electronic certificates issued by Auðkenni. If the subscriber has lost his PKI PIN or lost his debetcard which contains the electronic certificates the subscriber should forward an announcement to the registration authority via telephone, e-mail or facsimile. If the registration authority deems the true real by the subscriber it suspends the certificates until the subscriber proves his identity in person at the registration center by who of valid public identification documents or by use of electronic certificates issued by Auðkenni.

29.3 *Auðkenni's permit for one-sided revocation*

Auðkenni has permission to unilaterally revoke electronic certificates which have been issued on grounds of this agreement:

- If available information from the national register reveals a subscriber's name-change.
- At the demise of a subscriber.
- If there is reason to believe that a mistake has occurred in the issuance of certificates or in the certification of a subscriber.
- If Auðkenni or a registration authority is certain that the information in electronic certificates is not correct, i.a. they have changed, for whatever reason.
- If the subscriber does not have in his possession the debit card which contains the electronic certificates, i.a. due to the subscriber's loss of the card and having it returned to the registration authority, the card having been swallowed by an automatic teller machine or having been called in by a registration authority or another party permitted by a registration authority, such as a sales representative, due to misuse.
- Upon annulment of a subscription of electronic certificates according to permission in section 10.

Auðkenni must immediately send an announcement to the subscriber in the case of a suspension or revocation of his electronic certificates.

30 **Obligations of subscriber and his guardian**

30.1 *Guardian's responsibility for subscriber's electronic certificates*

The guardian takes responsibility for the subscriber handling the electronic certificates in accordance with the terms of this agreement.

30.2 *Information for identification*

The guardian confirms that all information supplied by him and the subscriber when applying for the electronic certificates is correct and that the public identification which the subscriber supplied is authentic and was valid upon the reception of the electronic certificates.

30.3 *Changes of information for identification*

If the subscriber's name or identification number changes from what appears in the electronic certificates, he or his guardian must notify the registration authority immediately, discontinue the use of the electronic certificates and allow Auðkenni to revoke them. Auðkenni shall in turn issue new certificates immediately.

30.4 *Information regarding communication*

All notifications regarding the processing of the electronic certificates is sent to the subscriber's legal address as it is listed in the national register. The guardian agrees that notifications sent to the subscriber's legal address are rightfully considered sent to the subscriber.

30.5 *Processing of certificates upon expiration*

The electronic certificates are the property of Auðkenni. The subscriber's guardian agrees that upon expiration of the certificates, for whatever reason (i.a. due to the expiry or revocation of the certificates), the subscriber is no longer authorized to use them to carry out new operations. Upon expiration he is authorized to use the certificates as a reference to operations or looking up of operations which took place during the validity of the certificates.

30.6 *Processing of PKI PIN and part of PUK*

The guardian is aware that the subject alone has access to the PKI PIN of the electronic certificates. The guardian must emphasize for the subscriber his obligation to exercise full caution and discretion about the PKI PIN. He is to specifically emphasize for him the following:

- It is not permissible to hand over a PKI PIN to others or inform others about a PKI PIN.
- It is not permissible to store information about the PKI PIN in the same place as the electronic documents.
- Should the subject document his PKI PIN it is not permissible for him to express that it is a code number for electronic certificates.

The subscriber's guardian is responsible for all operations carried out with the electronic certificates and PKI PIN.

30.7 *Electronic certificates endangered*

The guardian shall emphasize for the subscriber that should he have any reason to believe that the electronic certificates have in any way been misused or the safety of his private code or PKI PIN been jeopardized during the validity of the certificates the subscriber or his guardian must immediately request a revocation of the electronic certificates from Auðkenni. Should the subscriber's guardian become aware that the instance described in this paragraph has transpired he must immediately make sure that the certificates have been revoked.

30.8 *Agreement of certificates and notifications of errors or malfunction*

The subscriber's guardian shall emphasize for the subscriber to notify the registration authority immediately if an error occurs in issued certificates or if the subscriber becomes aware that the electronic documents do not work the way they should. Should the subscriber's guardian become aware that the instance described in this paragraph has transpired he must immediately make sure that the registration authority has received a notification thereof.

Use of the certificates is seen as a consent to the information which appears therein.

31 **Responsibility limitations**

Auðkenni is only responsible for damage that might occur due to the use of electronic documents if it is traceable to criminal or illegal actions of Auðkenni's employees or parties which Auðkenni is responsible for, such as registration authorities.

Under no circumstances (save damage which could be caused by fraud or intention) is Auðkenni responsible for any kind of indirect, coincidental or consequential damage, including but not limited to any kind of loss of profit, loss of use, or penalty payments or penal codes which are caused by or in connection with use, release, authority, activity or non-activity of certificates, electronic signatures, or any kind of execution, operation or service offered by or intended in connection with the electronic certificates.

32 **Process of information**

The guardian is aware that Auðkenni will store information given by the subscriber or guardian at registration, suspension and revocation of certifications until 10 years have passed from the demise of the subscriber. The same applies to information about communication of the subscriber or his guardian pertaining to the validity of the certificates and remarks concerning the legitimacy of the electronic certificates.

The subscriber's guardian agrees that Auðkenni is authorized to publish material of the electronic certificates within and without the registration system of Auðkenni, i.a. in connection with revocation lists.

In preserving aforementioned information, Auðkenni will abide in detail by law nr. 77/2000 regarding the protection of privacy and the processing of personal data.

33 **Duration**

The duration of the certificates commences at the issuance and ends [...] except in the case of the certificates being revoked before the time according to permission in this agreement.

The duration of this agreement is the same as the duration of the certificates. Upon expiration, for whatever reason, Auðkenni shall revoke the subscriber's certificates.

34 **Violation of agreement**

Should the subscriber violate this agreement or if Auðkenni has it on good authority that the safety of the private key has been jeopardized, Auðkenni has the authority to revoke this agreement and call in the electronic certificates with a written notification to the subscriber.

35 Endorsement

The electronic certificates are attached to the subscriber. The subscriber is under no circumstances permitted to endorse the electronic certificates. They are not inherited and debt collectors have no authority to collect through them.

Auðkenni is at liberty to endorse this agreement to a legal entity equipped to take on Auðkenni's obligations which are defined in Auðkenni's certificate policy.

36 Jurisdiction and venue

The validity of these terms and the interpretation of their clauses shall be determined by Icelandic law.

In the case of a disagreement between the subscriber and Auðkenni regarding the subscriber's application for electronic certificates, the subscriber's use of them or regarding Auðkenni's rights or obligations, court proceedings shall take place in the Reykjavik District Court.

place][date]

o.b.o. Auðkenni ehf.
[name of registration authority]

o.b.o. subscriber
[name of guardian]