

Annex 6 Terms and conditions for physical MitID authenticators



Terms and conditions for physical MitID authenticators

Version 1.0

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A. General information

Dedicated MitID authenticators provided by:

Nets DanID A/S
Klausdalsbrovej 601
DK-2750 Ballerup
CVR: 30808460

Terms and conditions for MitID authenticators apply to the User Organisation's purchase of MitID authenticators from Nets DanID A/S (Nets) via MitID Erhverv.

If any problems occur in connection with the ordering or general use of the authenticators, please contact MitID Erhverv support:

Tel.: +45 33980020
Contact form: www.mitid-erhverv.dk/support

B. Ordering

MitID authenticators are ordered via MitID Erhverv. Orders should be placed by a user administrator from the User Organisation in accordance with the relevant guidelines.

Once the order has been registered with Nets, the administrator will receive a receipt by email summarising the order. A binding agreement is not made until Nets confirms by email that the MitID authenticator has been shipped.

Until Nets has shipped the authenticators, the User Organisation may cancel the order by contacting MitID Erhverv Support, cf. clause A.

B.1 Nets' order cancellation

Nets is entitled to cancel an agreement for an order of MitID authenticators in one of the following situations without incurring any liability or costs:

- Ordering has been made for the purpose of resale or other use unrelated to MitID.
- Ordering has been made for the purpose of committing fraud etc. or in connection with a punishable action or other illegal activity.
- The recipient's address is in a country that is subject to a trade embargo or other sanctions, cf. clause B.2.

B.2 Trade control

Nets DanID A/S must ensure compliance with all applicable acts regarding export control and acts regarding trade, economic or financial sanctions and regulations in the USA, the European Union and the Member States of the European Union as well as associated UN resolutions in connection with the use of MitID authenticators (in the following collectively referred to as 'Trade Control Acts').

The sanctions typically concern arms embargos, entry bans to the EU, freezing of money and personal property,

investment bans as well as export and import bans on certain goods. The sanctions may also be aimed directly at persons as seen in the sanctions against terrorism.

The User Organisation must comply with the Trade Control Acts and should therefore refrain from sending, buying, procuring, importing, exporting, receiving, providing or using MitID authenticators in violation of the Trade Control Acts.

B.3 Prices and delivery

All prices stated in MitID Erhverv for MitID authenticators and other costs are stated in DKK excl. VAT. The prices stated include delivery.

B.4 Delivery

Authenticators are usually delivered within 3-7 weekdays throughout Denmark when ordered before 12 noon on weekdays.

The risk of loss of or damage to an MitID authenticator transfers to the User Organisation on delivery.

Nets carries no liability for delayed delivery regardless of whether the delay is due to a delay at Nets, delay at a manufacturer or other circumstances.

Complaints over faulty delivery or defective MitID authenticators can be made by contacting MitID Erhverv Support.

It is not possible to return authenticators received by the User Organisation that are not defective.

C. Payment and invoicing

The User Organisation receives an invoice for MitID authenticators in accordance with the provisions that apply to the User Organisation in general.

D. Faulty or wrong MitID authenticators

Subject to the Danish Sale of Goods Act, the User Organisation is granted a 2-year warranty for faulty goods.

If the delivered MitID authenticator is faulty or the wrong MitID authenticator has been delivered, the User Organisation is requested to contact MitID Erhverv Support.

Nets covers the costs of returning defective or wrong products.

E. Intellectual property rights

Nets DanID A/S and subcontractors own and retain all intellectual property rights to MitID authenticators.

F. Force majeure

Nets cannot be held liable for delays or failure to observe obligations under these terms and conditions if the delay or the failure to observe obligations is due to events that are outside Nets' reasonable control.

G. The entire agreement

Except for certain provisions on payment and invoicing, these terms and conditions constitute the complete basis of the agreement between the User Organisation and Nets regarding MitID authenticators.

H. Invalidity

If one or more provisions of the terms and conditions are declared invalid in full or in part, the other provisions will remain effective.

I. Personal data

MitID Privacy Policy specifies Nets' processing of personal data in relation to the procurement and use of MitID authenticators. The Privacy Policy is available at mitid-erhverv.dk/info/om/privatlivspolitik.

J. Governing law and venue

Any agreement on procurement of MitID authenticators concluded under these terms and conditions are subject to Danish law. Any dispute that may arise in connection with such an agreement must be brought before a competent Danish court.