



Den Danske Stat Tillidstjenester

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Terms and conditions for qualified signature and seal validation

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1 Introduction

These terms and conditions regulate the use of the Danish Agency for Digital Government's Validation Service that enables validation of signatures and seals (in the following referred to as signatures). The Validation Service allows users (both private users and business users) to check and confirm the validity of a signature and that the signed document or other data has not been changed after signing. If the signature has a time stamp, this will also be validated by the service.

Den Danske Stat Tillidstjeneste (The Danish State's Trust Service), represented by the Danish Agency for Digital Government, acts as qualified trust service provider as specified in Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (the eIDAS regulation).

In accordance with the above, the Validation Service is a qualified validation service as described in the eIDAS regulation.

Following validation, the Validation Service will provide the user with a technical signature certificate.

The Validation Service supports validation of advanced and qualified signatures that comply with the requirements in the eIDAS regulation including that the certificate used for creating the signature can be traced to the EU's national Trust Lists of trust service providers. Signatures from Den Danske Stat Tillidstjeneste can be validated in the validation service.

The signature must comply with the EU Commission's implementing decision 2015/1506 on advanced electronic signatures, except for signature formats issued according to articles 2 and 4 of the decision. Supported formats are PAdES, XAdES or CAdES.

2 The user's obligations

The user is obligated to use the Validation Service subject to these terms and conditions as well as the technical guidelines provided by the Danish Agency for Digital Government.

The technical guidelines specify the signed data, including document formats, which can be validated by the service.

3 Any limitations on the use of the service

The user may only use the Validation Service for validating signatures which the user is rightfully in possession of. The Validation Service processes signed documents as specified in clause 6.3. The user must make sure that it has the necessary authority to validate documents containing personal data.

4 Event log and registration of data

4.1 Event log and registrations

The Danish Agency for Digital Government logs the time of the request for validation.



4.2 Data storage

The Danish Agency for Digital Government stores the event log for seven (7) years from the time of validation. Information about the accepted terms and conditions for the use of the service will also be stored.

If the Service terminates within the 7-year period, data will continue to be stored and can be accessed by the competent authorities and other parties having a legitimate interest in such data.

Data is stored to uphold a high level of privacy, investigation and for use as evidence in any legal proceedings. All data related to a specific validation will be erased continuously when the 7-year period is reached.

4.3 Data that is not registered

The Danish Agency for Digital Government does not register data about which document or which data is linked to the signature being validated.

5 Limitations of liability

5.1 Liability to the user

Subject to the general rules of Danish law, the Danish Agency for Digital Government is liable to the User for failure to comply with these terms and conditions, including for any loss resulting from the Danish Agency for Digital Government's errors in connection with the validation of a signature in the Validation Service, unless the Danish Agency for Digital Government can prove that the Agency has not acted intentionally or negligently.

5.2 Liability to third parties

Subject to the general rules of Danish law, the Danish Agency for Digital Government is liable to anyone who reasonably relies on a validation from the Validation Service, unless the Danish Agency for Digital Government can prove that the Agency has not acted intentionally or negligently.

5.3 Limitations of liability

The Danish Agency for Digital Government's liability to users and third parties, cf. clauses 5.1 and 5.2, to the extent that these parties are legal persons, including public authorities and public law bodies is limited to DKK 100,000 for each loss-making event, and is in any event maximised at DKK 100,000 per year. A loss-making event is considered as all matters that arise from the same continued or repeated actionable matter.

The Danish Agency for Digital Government cannot be held liable for any use of the Validation Service that is in contravention of these terms and conditions or the technical guidelines provided in relation to the service.

6 Processing of personal data

6.1 Privacy policy

The Validation Service is covered by the Danish Agency for Digital Government's Privacy Policy for NemLog-in, which is available at <https://digst.dk/it-loesninger/nemlog-in/om-loesningen/persondata/>.



6.2 Data control

The Danish Agency for Digital Government is the controller of the personal data being processed by the Validation Service. Nets Dan ID A/S is the processor for the Danish Agency for Digital Government.

The processing of personal data is subject to the data protection rules, including the General Data Protection Regulation and the Danish Data Protection Act.

6.3 Processing of signed data

Validation of signatures linked to documents or other data is conditional on temporary automatic processing of the signed document in plain text in a secure environment. The document and all data related thereto are erased immediately after the validation is complete.

7 Governing law and disputes

Any matters subject to these terms and conditions and their interpretation must be settled according to Danish law.

Any dispute that may arise out of the use of the Validation Service must be brought before the City Court of Copenhagen.

8 Contact information

Danish Agency for Digital Government
Attn. Den Danske Stat Tillidstjenester
Landgreven 4
DK-1301 Copenhagen K
Tel. +45 3392 5200
info@ca1.gov.dk
CVR: 34051178

9 Accessibility

The Validation Service is accessible all day, all year.

However, the Danish Agency for Digital Government cannot be held liable for the above accessibility being provided.

10 Support

No support of the use of the service is provided.

11 Termination of the Validation Service

On termination of the Validation Service, the Danish Agency for Digital Government will for a period of 7 years provide its public keys to relying parties. The Danish Agency for Digital Government is entitled to transfer all information and obligations under these Terms to another legal entity, including a public authority or a body governed by public law, which is entrusted with the continued management or termination of the Danish State Trust Services.