

TERMS AND CONDITIONS FOR SIGNATURE AND SEAL VALIDATION

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Den Danske Stat Trust Services

Table of contents

1. Introduction and purpose.....	3
2. Obligations of the user	3
3. Possible limitations on the use of the service	3
4. Event log and recording of data	5
4.1. Event log and recordings.....	5
4.2. Storage of data.....	5
4.3. Information that is not recorded	5
5. Limitations of liability	5
5.1. Liability towards the user.....	5
5.2. Liability towards third parties	5
5.3. Limitations of liability.....	5
6. Processing of personal data.....	6
6.1. Privacy policy.....	6
6.2. Controller responsibility.....	6
6.3. Processing of signed data.....	6
7. Choice of law and disputes.....	6
8. Contact information	7
9. Availability	7
10. Support	7
11. Termination of the Validation Service.....	7



1.Introduction and purpose

These terms regulate the use of the Agency for Digital Government's validation service (the Validation Service), which makes it possible to validate signatures and seals (hereinafter referred to simply as signatures). Through the use of the Validation Service, a user (both private individuals and business users) can verify and confirm the validity of a signature and that the signed document or other data has not been altered after signing. If a timestamp is attached to the signature, this is also validated by the service.

Den Danske Stat Trust Services represented by the Agency for Digital Government acts as a trust service provider as further described 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, as amended by Regulation (EU) 2024/1183 of the European Parliament and of the Council of 11 April 2024 amending Regulation (EU) No 910/2014 as regards establishing the European Digital Identity Framework. Electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (the eIDAS Regulation). The Validation Service is, in accordance with the above, a validation service as described in the eIDAS Regulation. Den Danske Stat Validation Service is supervised by the Agency for Digital Government and internal audit as a non-qualified trust service.

Upon completion of validation, the Validation Service makes a technical signature validation report available to the user.

The Validation Service supports the validation of advanced and qualified signatures that comply with the requirements of the eIDAS Regulation, including that the certificate used to create the signature can be traced to the EU's list of national trusted lists of trust service providers. Signatures from Den Danske Stat Trust Services can be validated in the validation service.

The signature must comply with European Commission Implementing Decision 2015/1506 on advanced signature formats, except for signature formats issued under articles 2 and 4 of the decision. Supported formats are therefore PAdES, XAdES and CAdES.

2.Obligations of the user

The User is obliged to use the Validation Service in accordance with these terms and the technical guidelines made available by the Agency for Digital Government.

The technical guidelines set out which signed data, including document formats, can be validated in the service.

3.Possible limitations on the use of the service

The User may only use the Validation Service for the validation of signatures that the user is in lawful possession of. The Validation Service processes signed documents in accordance with the provisions of



section 6.3 above. The User must ensure that the necessary legal basis exists to validate documents containing personal data.



4.Event log and recording of data

4.1.Event log and recordings

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

4.2.Storage of data

The Agency for Digital Government retains the event log for seven (7) years from the time of completion of a validation. Information about the accepted terms for use of the service is also retained.

If the Service is terminated within the 7-year period, data will continue to be stored and may be accessed by competent authorities and other parties that may have a legal interest therein.

Information is retained in order to establish a high level of privacy protection, and for use in investigations and as evidence, for example in legal proceedings. All data related to a specific validation is deleted on a continuous basis upon expiry of the seven-year period.

4.3.Information that is not recorded

The Agency for Digital Government does not record information about which document or which data is attached to the signature being validated.

5.Limitations of liability

5.1.Liability towards the user

The Agency for Digital Government is, in accordance with the general rules of Danish law, liable in damages towards the User for failure to comply with these terms, including for losses arising from errors made by the Agency for Digital Government in connection with the validation of a signature in the Validation Service, unless the Agency for Digital Government can demonstrate that it has not acted intentionally or negligently.

5.2.Liability towards third parties

The Agency for Digital Government is liable in damages, in accordance with the general rules of Danish law, towards anyone who reasonably relies on a validation from the Validation Service, unless the Agency for Digital Government can demonstrate that it has not acted intentionally or negligently.

5.3.Limitations of liability

The Agency for Digital Government's liability towards users and third parties, cf. section 5.1 and section 5.2, to the extent that these parties are legal persons, including public authorities and public organisations, is in all cases limited to DKK 100,000 for each loss-causing event and is in all cases capped at DKK 100,000



annually. A loss-causing event is considered to comprise all matters arising from the same continuing or repeated liability-incurring conduct.

The Agency for Digital Government is not liable for use of the Validation Service that is contrary to these terms or the technical guidelines made available in connection with the service.

6. Processing of personal data

6.1. Privacy policy

The Validation Service is covered by the Agency for Digital Government's Privacy Policy for NemLog-in, which is available at:

www.digst.dk/nemlog-in-privatlivspolitik

6.2. Controller responsibility

The Agency for Digital Government is the controller for the personal data processed in the Validation Service. IN Groupe Denmark A/S is the processor for the Agency for Digital Government.

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

6.3. Processing of signed data

As a prerequisite for being able to carry out validation of signatures attached to documents or other data, brief automated processing of the signed document in plaintext will take place in a secure environment as part of this. The document and all data related to it is deleted immediately after the validation has been completed.

7. Choice of law and disputes

The legal relationship arising from these terms, and the interpretation thereof, shall be governed by Danish law.

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



8.Contact information

Agency for Digital Government
Att. Den Danske Stat Trust Services
Landgreven 4
1301 Copenhagen K
Tel. (+45) 3392 5200
info@ca1.gov.dk
CVR: 34051178

9.Availability

The Validation Service is available around the clock every day of the year.

However, the Agency for Digital Government is not liable for ensuring that the above availability is delivered.

In the event of service disruptions, the Agency for Digital Government provides information at:

www.digitaliser.dk/nemlog-in

10.Support

No technical support is provided for use of the service.

11.Termination of the Validation Service

Upon termination of the Validation Service, the Agency for Digital Government will, for a period of 7 years, make its public keys available to relying parties. The 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 tasked with handling the continued administration of or termination of the Validation Service.

