



Smart-ID's End-user License Agreement

Valid from: 03.02.2017

Term	Definition
SK	SK ID Solutions AS, registry code: 10747013, address: Pärnu Ave. 141, 11314 Tallinn, Estonia
User	Smart-ID user, account owner
Smart-ID Application	A mobile Application instance installed on a User's Mobile Device that provides access to Smart-ID service.
Mobile Device	A tablet computer or smartphone that runs a mobile device operating system.
Smart-ID service	Service, that enables electronic authentication and electronic signing.

General Terms

1. These license terms (hereinafter, the "Terms") constitute a legally binding agreement between SK and User with respect to use the Smart-ID Application.
2. These Terms apply to the Application and to any update, releases, upgrades, future versions, supplements or associated components and printed material and/or online or electronic documentation. Except otherwise expressly stated in these Terms, any reference to the Application shall be deemed to be made to any functionality or services provided by SK (not by third parties) through the Application
3. User completely and unequivocally agrees to be bound by these Terms without modification by electronically accepting the EULA and/or installing, copying, downloading or otherwise using the Smart-ID Application, User completely and unequivocally agrees to be bound by these Terms without modification.
4. User will not access, install, download or otherwise use the Smart-ID Application, if User does not accept the Terms and/ or does not intend to be legally bound by the Terms.
5. The Application is licensed, not sold.

License

1. SK grants to User a limited, revocable, non-exclusive, non-transferable, worldwide license to download, install and use the Smart-ID Application solely for his/her personal, non-commercial purposes strictly in accordance with present Terms.
2. User may install the Smart-ID Application on device, that the User owns or controls.
3. User has to register an account in order to use the Smart-ID Application.

Restrictions

1. User agrees not to, and will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Smart-ID Application or make the Smart-ID Application available to any third party.
2. User may not copy (except as expressly permitted by this Terms), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Smart-ID Application, any updates, or any part thereof.
3. User agrees that any Smart-ID service contain information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that User will not use such information or materials in any way whatsoever except for permitted use of the Smart-ID service.

Consent to Use Data and Privacy Policy

1. User agrees that SK may collect and use technical data and related information, including but not limited to technical information about User's device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to User (if any) related to the Smart-ID Application. SK may use this information, as long as it is in a form that does not personally identify User, to improve its products or to provide services or technologies to User.
2. SK follows the Principles of Client Data Protection, provided in SK repository <https://sk.ee/en/repository/data-protection/> and other legal acts, when handling personal information and logging information.

Modifications to Application

1. SK reserves the right to modify, suspend or discontinue, temporarily or permanently, the Smart-ID Application or any service to which it connects, with or without notice and without liability to you.

No Warranty

1. User expressly acknowledges and agrees that use of the the Smart-ID Application is at User's sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with User. To the maximum extent permitted by applicable law, the licensed Smart-ID Application and any services performed or provided by the Smart-ID Application are provided "as is" and "as available", with all faults and without warranty of any kind, and SK hereby disclaims all warranties and conditions with respect to the Smart-ID Application, including but not limited to, the implied warranties and/or conditions of satisfactory quality, of fitness for particular purpose, of accuracy, and non-infringement of third party rights. SK does not warrant, that the functions contained in, or Smart-ID services performed or provided by the Smart-ID Application will meet User's requirements, that the operation of the Smart-ID Application or service will be uninterrupted or error-free, or that defects in the Smart-ID Application or services will be corrected. No oral or written information or advice given by SK or its authorized representative shall create a warranty.

Limitation of Liability



1. To the extent not prohibited by law, in no event shall SK be liable for direct or indirect damages whatsoever, including without limitation damages for loss of profits, loss of data, business interruption or any commercial damages

Term and Termination

1. These Terms shall remain in effect until terminated by User or SK.
2. SK may, in its sole discretion, at any time and for any or no reason, suspend or terminate these Terms with or without prior notice.
3. These Terms will terminate immediately, without prior notice from SK, in the event that User fails to comply with any provision of these Terms. User may also terminate these Terms by deleting the Application and all copies thereof from User's mobile device.
4. Upon termination of these Terms, User shall cease all use of the Smart-ID Application and delete all copies of the Smart-ID Application from User's mobile device.

Severability

1. If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Amendments to this Agreement

1. SK reserves the right, at its sole discretion, to modify or replace these Terms at any time. Information on the amendments shall be published on <https://www.smart-id.com/>.

Applicable law and agreements, complaints and dispute resolution

1. Present Agreement is governed by the jurisdictions of Estonia.
2. All disputes between the parties will be settled by negotiations. If the parties fail to reach an amicable agreement, the dispute will be resolved at the court of the location of SK.
3. The User or other party can submit their claim or complaint on the following email:
EE: help.ee@smart-id.com
LV: help.lv@smart-id.com
LT: help.lt@smart-id.com

Contact Information

If you have any questions about these Terms, please contact us:

SK ID Solutions AS
Registry code 10747013
Pämu mnt. 141, 113134 Tallinn,
ESTONIA
<https://www.smart-id.com/>

E-mail:

EE: help.ee@smart-id.com
LV: help.lv@smart-id.com
LT: help.lt@smart-id.com

Addendum for Apple Store Licenses

Notwithstanding anything to the contrary set forth in the above EULA, if User obtained a license to the Smart-ID Application through the use of Apple's App Store (but only if you obtained your license to the Smart-ID Application through Apple's App Store), the following additional Apple Instructions for Minimum Terms of Developer's End-User License Agreement terms and conditions shall apply between SK and User: <http://www.apple.com/legal/internet-services/itunes/appstore/dev/minterms/>.