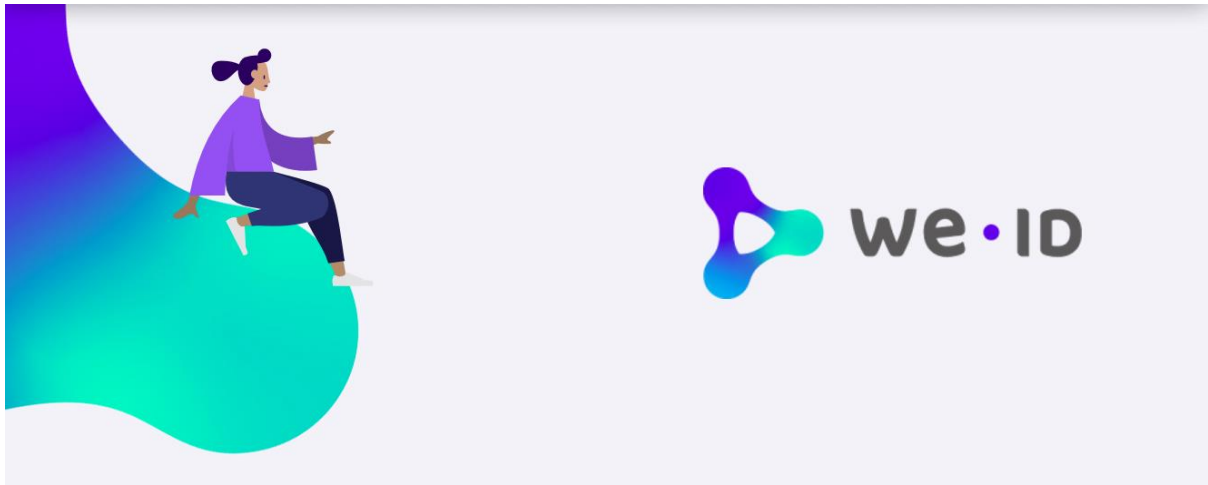


General Terms and Conditions



We-ID eHerkenning tokens

Trademark of Signicat B.V.

Amended: January 12, 2026

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Article 1. Definitions

In these Terms and Conditions, the following terms, when used with an initial capital letter, shall have the following meanings:

Administrator: The user who is authorized by the Legal Representative(s) to act on behalf of the Service User in registering and managing means and authorizations.

Management Module: The secure online environment where the administrator is enabled to perform management tasks.

Authorized Representative:

1. The individual(s) registered at the Chamber of Commerce (KVK) as the legal representative(s) of the legal entity or partnership.
2. The Administrator(s) authorized by the legal representative(s).

Service User: The counterparty of We-ID in the Agreement.

Identification Means (or Authentication Means): A set of attributes (such as a certificate) based on which the authentication of a party can take place.

Terms of Use for identification: The latest version of the Terms of Use set out within the Agreement System for Electronic Access Services (hereinafter referred to as the Agreement System for identification).

OTP-device (responder): One-Time Password (OTP) device, a device (also called responder) that generates a unique code. This unique code allows access to a closed website and/or web application when combined with a login (username and password).

Agreement: The agreement with We-ID to which these Terms and Conditions apply.

SMS 2-factor authentication: A unique code is sent via SMS to the mobile number associated with the authorized user. This unique code allows access to a closed website and/or web application when combined with a login (username and password).

General Terms and Conditions We-ID (or Terms): These general terms and conditions of We-ID.

We-ID: Signicat B.V. based in Rotterdam.

We-ID System: The facilities, hardware, software, and We-ID Application Programming Interfaces (APIs) owned by We-ID or for which We-ID has obtained usage rights, and which are used to provide identification services.

Article 2. Applicability

2.1 These Terms and Conditions apply to the offers issued by We-ID and the Agreements entered into regarding identification Means. Deviations from these must be expressly agreed upon in writing.

2.2 The Terms of Use for the Agreement System for identification also apply.

Article 3. The Offer, the Application, and the Formation of the Agreement

We-ID issues the offer in writing or electronically. The offer is non-binding and includes a sufficiently detailed description of the services and any deliveries, the applicable fees, and the terms under which they will be carried out.

3.2 The offer includes a description of the steps that may be necessary before the identification service and/or the identification means can be used.

3.3 The Agreement is formed by the acceptance of the offer by the Service User (hereinafter: "the application") and its acceptance by We-ID. The application is made and signed by the authorized representative(s) of the Service User.

3.4 The Service User must identify themselves in the manner indicated by We-ID upon request and provide any other information required for the evaluation of the application by We-ID. When applying on behalf of a natural person acting in the exercise of a profession or on behalf of a legal entity, company, or fiscal unit, the representative must identify themselves as requested by We-ID and prove their authority to represent, where possible, by providing a recent extract from a national commercial register (e.g., the Chamber of Commerce).

3.5 In the context of the application, We-ID will verify the identifying details of the authorized representative of the Service User, the specified Administrator(s), and any specified user(s) using a copy of a document designated in Article 1 of the Identification Requirement Act. Copies of these documents must be included with the application. We-ID reserves the right to later verify the validity of the copy of the document in the relevant registers during the execution of the Agreement.

3.6 The authorized representative of the Service User is responsible for the accurate submission and registration of their own details, as well as those of the specified Administrator(s) and any specified user(s).

3.7 The application will be refused by We-ID if it does not contain the details and documents referred to in paragraphs 4 and 5 of this article, or if the application is otherwise incomplete or deficient. In such cases, We-ID will inform the Service User and provide the opportunity to supplement or correct the application within four (4) weeks.

3.8 The application must be submitted to We-ID no later than four (4) weeks after submission. We-ID reserves the right to reject late applications.

3.9 The Agreement concerning an eldentification means has an initial term of twelve (12) or thirty-six (36) months, depending on the Service User's choice.

As a standard, the agreement will be automatically renewed under the same conditions for a period of twelve (12) or thirty-six (36) months, depending on the Service User's initial choice.

3.10 The technical lifespan of an issued eldentification means is a maximum of ten (10) years. We-ID is bound by the Agreement System for Electronic Access Services to withdraw an eldentification means upon the expiration of its lifespan. Before this period expires, or earlier if required by the system, We-ID will contact the Service User to inform them that the service must be terminated, and an offer for replacement will be provided. The lifespan of issued eldentification means will be evaluated annually by the system. This means that if it is determined that an eldentification means has become technically vulnerable, We-ID reserves the right to shorten the lifespan of the eldentification means if, after evaluation, it is found to be technically too vulnerable.

Article 4. Agreement System for Electronic Access Services

4.1 The eldentification services and eldentification means provided by We-ID to the Service User are delivered as a recognized Participant within the eldentification Agreement System. In this context, We-ID is committed to fulfilling all obligations under the Agreement System for Electronic Access Services and any other binding regulations that may be established and come into effect at any time. Should any necessary changes arise regarding the eldentification means and/or services used by the Service User, the provisions of Article 11 of these Terms and Conditions shall apply.

Article 5. Provision and Use of the eldentification Means

5.1 After accepting the application, We-ID will provide the agreed-upon eldentification means to the Service User.

5.2 The responsibility regarding which legally authorized representative signs on behalf of the Service User rests with the Service User.

5.3 The timeframe provided by We-ID within which the eidentification means will be provided serves as a guideline. The Service User cannot derive any rights from any possible delay in this timeframe.

5.4 The Service User is responsible for ensuring the correct and careful use of the eidentification means. If eidentification is used with a reliability level 4, the Service User must also have a PKI-government Personal Organization certificate (PKI-o POC) or a PKI EU certificate. All consequences of misuse or careless use of the eidentification means are the responsibility and risk of the Service User.

5.5 The Service User guarantees that the eidentification means will only be used within their own organization and solely for the intended purpose for which the eidentification means was provided. The eidentification means is strictly personal and may not be transferred to a third party without the consent of We-ID.

5.6 The Service User is obligated to keep the eidentification means, including but not limited to usernames and passwords, confidential and secure against unauthorized use by third parties. Loss or (alleged) unauthorized use of the eidentification means must be immediately reported to the We-ID service desk, without prejudice to the obligation of the Service User to take effective measures against further misuse of the eidentification means. A report of misuse can only be submitted along with a formal request for suspension or revocation of the eidentification means.

5.7 The Service User is responsible for the (data) communication lines, including the internet, the required hardware and software (collectively referred to as "facilities") needed to use the eidentification means and/or the eidentification service. The Service User guarantees that they have the necessary usage rights for the facilities.

5.8 We-ID may set additional technical and functional requirements for the facilities or provide instructions regarding their use in relation to the operation and/or reliability of the eidentification services and means. The Service User is obliged to comply with these requirements and instructions.

5.9 We-ID is not responsible for the reliability or availability of the facilities used by the Service User, for any interception or interruption of data transport via the internet, or for modification or loss of data transmitted over the internet.

Article 6. Revocation of eidentification Means

6.1 We-ID is entitled to immediately revoke an identification means and/or the identification service in the following cases:

- We-ID has a reasonable suspicion that the identification means has been compromised;
- It appears that the information provided by the Service User is incorrect;
- The Service User fails to (properly) fulfill one or more obligations under the Agreement;
- The User does not comply with one or more of the (user) conditions;
- A technical vulnerability has been detected;
- In We-ID's judgment, there is another urgent reason to proceed with the revocation of the identification means and/or the identification service.

6.2 We-ID will notify the Service User of a decision to revoke in advance, unless it is unreasonable to require such notification.

6.3 We-ID is only entitled to revoke or block the identification means and/or the identification service due to non-payment after We-ID has sent a written reminder with a reasonable additional deadline, and the Service User has not fulfilled the payment obligation within this deadline. The Service User's obligation to pay the fees as stated in Article 12.1 of these Terms and Conditions remains in effect during the period of revocation/blocking.

6.4 We-ID is not liable for any damage suffered by the Service User in connection with the revocation of the identification means under this article.

Article 7. OTP Responder

7.1 If We-ID provides the Service User with an OTP device as part of the 2-factor authentication for the identification means, the provisions of this article apply.

7.2 We-ID will provide the OTP device in accordance with the technical and/or functional specifications agreed upon in the Agreement.

7.3 The warranty period for the OTP device is three (3) years, starting from the moment of delivery. This warranty includes free repair or replacement of (parts of) the OTP device in the event of material and/or manufacturing defects. The warranty expires if the defects in the OTP device arise due to careless or improper use, leakage of replaceable batteries, or external causes.

7.4 The usage duration of the OTP device is a maximum of thirty-six (36) months after delivery. If the duration of the Agreement exceeds the usage period, We-ID will automatically provide the Service User with a new OTP device (or a substitute means that is standard at the time). The costs for the OTP device (or substitute means) will be charged to the Service User based on the applicable rates at that time.

Article 8. SMS 2-Factor Authentication

8.1 If We-ID provides the Service User with the SMS service as part of the 2-factor authentication for the identification means, the provisions of this article apply.

8.2 In the case of 'free SMS,' normal usage of SMS is assumed. If there is excessive use (4 times higher than average) of SMS, We-ID may terminate the subscription at the end of the term, unless the Service User agrees to switch the SMS 2-factor subscription to a 2-factor subscription based on an OTP device.

Article 9. Authorizations (Management), Management Module

9.1 The Agreement regarding the Management Module has an initial term of twelve (12) months.

The Agreement will be automatically renewed under the same conditions for a period of twelve (12) months.

9.2 The Service User of identification means and authorizations at trust levels 2+ and 3 can use the regular, single (1 KvK) or multiple Management Module (multiple KvK's) free of charge. The Administrator can use the Management Module to register, manage, and monitor authorizations and other powers. The use of the Management Module as mentioned in this paragraph applies to one or more branches of the Service User, in accordance with the Service User's registration in the Chamber of Commerce's Trade Register.

9.3 If the Service User wishes to use the multiple Management Module (multiple KvK's), the Service User must start the application procedure online via the website. The application procedure can be started at www.aanvraag-meerderekvks.we-id.nl/. We-ID will charge the relevant costs for each user linked to the KvK's.

9.4 The Service User is at all times responsible for modifying, terminating, suspending, activating, or extending existing authorizations or adding new authorizations (hereinafter collectively referred to as 'modifications').

9.5 If it is no longer possible for the Service User to use the Management Module, modifications can be submitted in writing, using the dedicated modification forms, to the We-ID customer service. The relevant modification forms can be downloaded from www.we-id.nl/eherkenning/eherkenningsmiddel-wijzigen/.

9.6 The appointed Administrator on behalf of the Service User has the right to make or submit modifications. Changes submitted via the Management Module are processed immediately.

9.7 The authorizations registered by the Service User will be revoked by We-ID upon request by the legal representative of the Service User (including, where applicable, the bankruptcy trustee), the Administrator, or the user themselves, or by execution of a court judgment.

9.8 Authorizations automatically expire five (5) years after registration. If an authorization has not been used for a period of twenty-five (25) months, it may automatically expire. If this happens, the user will be informed in advance.

9.9 The user can manage and monitor their own identification means, authorizations, and personal data in their free personal management environment.

Article 10. Chain Authorization Management Module

10.1 The Agreement regarding the Chain Authorization Management Module has an initial term of twelve (12) months. The Agreement will be automatically renewed under the same conditions for a period of twelve (12) months.

10.2 The Service User of identification means, authorizations, and chain authorizations at trust level 3 can use the Chain Authorization Management Module free of charge if We-ID has received a signed (wet signature from an authorized person) Agreement. The use of the Chain Authorization Management Module as mentioned in this paragraph applies to one KvK of the Service User.

10.3 The Service User is at all times responsible for modifying, terminating, suspending, activating, or extending existing authorizations or adding new authorizations (hereinafter collectively referred to as 'modifications').

10.4 If it is no longer possible for the Service User to use the Management Module, modifications can be submitted in writing, using the dedicated modification forms, to the We-ID customer service. The relevant modification forms can be downloaded from www.we-id.nl/eherkenning/eherkenningsmiddel-wijzigen/.

10.5 The appointed Administrator on behalf of the Service User has the right to make or submit modifications. Changes submitted via the Chain Authorization Management Module are processed immediately.

10.6 The authorizations registered by the Service User will be revoked by We-ID upon request by the legal representative of the Service User (including, where applicable, the bankruptcy trustee), the Administrator, or the user themselves, or by execution of a court judgment.

10.7 Authorizations automatically expire five (5) years after registration. If an authorization has not been used for a period of twenty-five (25) months, it may automatically expire. If this happens, the user will be informed in advance.

10.8 The Service User of the Chain Authorization Management Module can extend and modify the activated chain authorizations for a one-time fee of 15 euros. The rates for a chain authorization are charged per chain authorization request on an annual basis in advance. The Service User of the chain authorizations can cancel and revoke a chain authorization at any time. A cancellation or revocation does not result in a refund of the amounts already paid for the chain authorization. The current rates can be viewed by the Service User via: <https://we-id.nl/eherkenning/tarieven/>.

Article 11. Administrator, issuance of eidentification means on behalf of the Service User

11.1 By appointing an Administrator, the Service User declares that they grant the Administrator the authority to make changes or request new (additional) eidentification means on their behalf. The Service User accepts that all (legal) consequences of the (legal) actions carried out by the Administrator within the scope of this authority are binding on them and are at their own risk and expense. This applies even if the Administrator's actions are not permitted according to the internal powers, rules, and/or processes of the Service User.

11.2 The Service User agrees to the additional costs associated with any extra administrative requirements they impose on the invoicing process. For example, the inclusion of a PO number on the invoice at the Service User's request.

11.3 The Service User agrees to the additional costs incurred for engaging a collection agency if the Service User has not paid their invoices within the specified deadlines.

11.4 If the issuance of an eidentification means is done by the authorized representative of the Service User or by the Administrator, it is done entirely under the responsibility of the

Service User. Therefore, the Service User is responsible for properly executing the applicable (issuance) procedures and ensuring the required registrations are made.

Article 12. Changes in the identification means and/or identification services

12.1 We-ID is entitled to change the technical and/or functional properties of the identification means or the identification service to (i) comply with the requirements and standards of the Agreement system, and/or (ii) remain in line with current technological developments. We-ID will make every effort to carry out these changes without affecting the Service User's usage capabilities and the facilities they use. If this is not possible and the change reasonably has foreseeable financial consequences for the Service User, the change will not take place before one month after it has been announced or as much longer as reasonably possible.

12.2 If the change is accompanied by an adjustment of the amounts due by the Service User, We-ID will inform the Service User in a timely manner. If the change involves a price increase, the Service User is entitled to terminate the Agreement in writing within one (1) month after the announcement, observing a one (1) month notice period.

Article 13. Fees and costs due, invoicing, and payment

13.1 The Service User is obligated to pay the fees and/or costs specified in the Agreement to We-ID.

13.2 All prices and fees are in euros (€) and exclude VAT and other government-imposed levies.

13.3 Interim price changes do not apply to ongoing agreements. We-ID is only entitled to implement price increases if it notifies the customer in writing at least one (1) month before the end of the Agreement.

13.4 We-ID has the right to adjust the fees annually based on the CBS Consumer Price Index (CPI) or a replacement index figure.

13.5 We-ID is entitled to request advance payment for one-time and periodic fees. The annual subscription fees and other annual fees due by the Service User will be invoiced in advance.

13.6 Unless another invoicing method has been agreed, We-ID will invoice the amounts due to the Service User via a digital invoice. If the Service User requests a paper invoice, We-ID will charge the Service User print and shipping costs per invoice.

13.7 Unless the Service User has provided We-ID with an authorization for direct debit, payment must be made in the manner and within the period specified on the invoice. If no payment term is specified on the invoice, the payment term is fourteen (14) days from the invoice date. If the Service User does not sign or submit the direct debit authorization form properly with the contract, the payment method will automatically be changed to bank transfer.

13.8 If the Service User pays the amounts due by bank transfer, We-ID will charge administration fees of EUR 2.50 per invoice.

13.9 The rates for additional services that are taken up once and are not included in the Agreement (courier services, extra checks, changes, etc.) will be charged according to the rates published on the website www.we-id.nl/eherkenning.

13.10 If the Service User is entitled to a discount (e.g., via a discount code), it will be automatically applied to the Agreement based on the due specified fees and/or costs. If it turns out that the Service User was not entitled to the discount, the incorrectly granted discount will be invoiced later.

13.11 If the Service User has provided authorization for direct debit, they are responsible for ensuring sufficient funds in the bank account designated for direct debit.

13.12 If the Service User does not pay within the deadline mentioned in paragraph 7 or if the direct debit fails, they are in default without further notice. In that case, We-ID will set a new payment term of fourteen (14) days.

13.13 From the date the Service User is in default, We-ID is entitled to charge statutory interest and reasonable costs for obtaining payment out of court. This includes, at a minimum, extrajudicial costs (including costs incurred by We-ID for reminding the Service User and other administrative costs) that are reasonably made and are proportionate to the outstanding claim.

13.14 Objections to the amounts charged must be made to We-ID before the invoice due date. Payment may not be suspended for the portion of the invoiced amount to which no objection has been made.

Article 14. Termination/Cancellation

14.1 In the event of (provisional) suspension of payment, bankruptcy, cessation, or liquidation of one of the parties' business, the other party is entitled to fully or partially terminate the Agreement without being liable for damages.

14.2 If one of the parties fails to fulfill any obligation arising from the Agreement and does not correct this within a period of two (2) weeks or a longer or shorter period as reasonably required by the circumstances, set by the other party in writing, that party is in default. The other party is then entitled to fully or partially terminate the Agreement, without prejudice to the other rights of the terminating party and without being liable for damages. The default must justify the termination of the Agreement.

14.3 In all other cases, the Agreement may be terminated by either party in writing, subject to a notice period of two (2) months. The terminating party must clearly demonstrate to We-ID that the person terminating the Agreement is authorized to do so. If this is not the case, the Agreement will continue. If the termination is not made in writing by registered mail with a legally valid signature, the termination is only legally valid once We-ID has confirmed it in writing or by email.

Article 15. Liability

15.1 We-ID is not liable for damages, regardless of the cause, unless there is intentional misconduct or gross negligence by We-ID or its senior management or employees. This exclusion of liability applies to both direct and indirect damages, including but not limited to business damages and damages resulting from liability to third parties. The burden of proof that there is intentional misconduct or gross negligence by We-ID rests with the Service User.

15.2 The Service User indemnifies We-ID against claims by third parties related to the identification service(s) and/or identification means provided by We-ID for the Service User or arising due to non-fulfillment or improper fulfillment of any obligation by We-ID under the Agreement.

15.3 The employees of We-ID or third parties engaged by We-ID for the execution of the Agreement may rely on all defenses derived from the Agreement as if they were parties to the Agreement themselves.

15.4 Any claim against We-ID, except those acknowledged by We-ID, expires after twelve months from the occurrence of the claim.

Article 16. Protection and Processing of Personal Data

16.1 In the execution of the Agreement, We-ID processes personal data in compliance with applicable laws and regulations regarding the protection of personal privacy, particularly the General Data Protection Regulation (GDPR).

16.2 The method of processing the Service User's data and the protection of personal privacy are outlined in We-ID's "Privacy Statement."

Article 17. Communication

17.1 We-ID reserves the right to communicate with the customer at any time regarding the operation of the services provided and about services that We-ID believes may be relevant to the customer.

Article 18. Applicable Law and Disputes

18.1 Dutch law applies to the Terms and the Agreement(s). The United Nations Convention on Contracts for the International Sale of Goods (CISG) 1980 does not apply.

18.2 All disputes arising from the Agreement and the Terms will be submitted to the court in Rotterdam, unless a mandatory legal provision dictates otherwise.

Article 19. Final Provisions

19.1 The Service User is not entitled to transfer their rights and/or obligations under the Agreement to a third party without prior written consent from We-ID.

19.2 The invalidity of any of the provisions in the Terms does not affect the validity of the remaining provisions. In such a case, the invalid provisions will be replaced by new provisions that, as much as possible, align with the content, scope, and purpose of the invalid provisions.

19.3 If We-ID enters into an Agreement with two or more natural or legal persons, each of these (legal) persons is jointly and severally liable for the full performance of the obligations arising from the Agreement.

19.4 We-ID reserves the right to change and/or supplement these Terms. If a change or addition significantly affects the rights or obligations of the user, We-ID will inform the Service User in writing or by email. If the Service User disagrees with the changes and/or additions, they may terminate the Agreement in writing with a notice period of fourteen (14) days. The changes and/or additions become binding for the Service User fourteen (14) days after notification.