

Terms and Conditions for Use of the Scrive Certified Trust Services

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1. Scope

These Terms and Conditions for Use of the Scrive Certified Trust Services (the “SCTS Terms”) shall apply between Scrive AS, Norway (“Scrive”) and you for your use of the Scrive Certified Trust Services (the “SCTS”). Other terms apply for your use of other Scrive services and third-party services.

Other services include, but are not limited to, Scrive eSign, Scrive eID Hub, and Scrive ID Check. N.b. Even if the SCTS are used in conjunction with other Scrive services, these SCTS Terms apply solely for your use of the SCTS.

2. Background

Scrive is a Qualified Trust Service Provider (“QTSP”) in the EU/EEA, as recognised according to 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” or “eIDAS”). As a QTSP, Scrive is subject to review by a conformity assessment body and subject to the supervision of the eIDAS supervisory authority in Norway (the Norwegian Communications Authority, NKom).

The SCTS are provided in accordance with the certification policy (the “CP”) as stated in the SCTS trust service practice statement (the “TPS”). The CP and TPS form an integral part of these SCTS Terms, and describe the policies and procedures related to the SCTS. They can be found at: <https://pki.scrive.eu/>.

3. Trust Services

3a. Availability

The SCTS are normally available all hours of the day, all days of the week. Scrive may however need to perform planned and unplanned maintenance work from time to time. Scrive does not guarantee that the SCTS will be available at all times or be error free.

3b. Advanced Electronic Signatures

An advanced electronic signature is an electronic signature which fulfils the requirements of Articles 3(11) and 26 eIDAS. According to Article 25(1), an electronic signature shall not be denied legal effect and admissibility as evidence in legal proceedings solely on the grounds that it is in an electronic form or that it does not meet the requirements for qualified electronic signatures. However, it is for national law to define the legal effect of electronic signatures. Prior to signing, make sure to advise local legal expertise if you are uncertain about the requirements for the type of document you are about to sign.

3c. Qualified Electronic Signatures

A qualified electronic signature is an electronic signature which fulfils the requirements of Article 3(12) eIDAS. According to Article 25(2) eIDAS, a qualified electronic signature shall have the equivalent legal effect of a handwritten signature. However, depending on local statutory requirements and other factors, a handwritten signature may be required or recommended for your specific use. Prior to signing, make sure to advise local legal expertise if you are uncertain about the requirements for the type of document you are about to sign.

4. Verification process and creation of certificates

4a. Originating Application

Your use of the SCTS requires that you are forwarded to the SCTS by a Scrive service such as Scrive eSign or a Scrive partner application (together, the "Originating Application"). The Originating Application is not part of the SCTS.

4b. Identity verification process and certificate creation

To verify your identity, Scrive makes use of third-party services. These are either (i) nationally recognised electronic identification means ("eID") or (ii) other identification methods recognised at national level which provide equivalent assurance in terms of reliability to physical presence ("ID Proofing Services"). Scrive verifies your identity in connection with every signing occasion. A certificate is created based on that identity data, which forms part of data included in the electronically signed document. The SCTS do not allow for re-use of an identification verification process.

By accepting the terms in this document, and proceeding with the identity verification process, you also accept the creation of the certificate with the following information provided by the identity verification process:

- Given name and surname
- Two-digit ISO 3166 country code
- Unique identifier, e.g. national personal number
- Time of issuance of the certificate

Anyone with access to the electronically signed file after completion of the signing process may view the information stored in the certificate at any time. This enables third parties to review personal information about you.

4c. Validity period of the certificates

Each certificate is valid for 15 minutes and can only be used once.

4d. Validation of electronic signatures

Advanced electronic signatures created in the SCTS can be validated through validation services which trust advanced certificates issued by Scrive.

Qualified electronic signatures created in the SCTS can be validated through readily available means such as the DSS Demonstration Web App and qualified validation services.

4e. Revocation of certificates

It is not practically feasible to revoke a certificate created in the SCTS due to the limited lifetime of these certificates, as described in Section 4d above. Hence, Scrive does not provide a revocation service for certificates created in the SCTS.

5. Preconditions of use

To use the SCTS you must either (i) be in possession of an eID supported in the SCTS and have accepted the associated terms and conditions for the use of that eID, or (ii) make use of an ID Proofing Service supported in the SCTS and have accepted the associated terms and conditions for the use of that ID Proofing Services.

By using the SCTS, you confirm that you have adequate understanding of how the SCTS work and the legal effects of advanced and qualified electronic signatures respectively.

6. Your obligations

As part of the identification verification process you undertake to provide Scrive with complete and accurate information.

You undertake to protect your devices, eID, id cards, passport, and passwords used in connection with the SCTS from unauthorised access and to not share them with anyone else. Furthermore, you undertake to make every reasonable effort to protect your devices from malware and other cyber threats.

If your devices, eID, id card, passport, or passwords used with the SCTS have been stolen, accessed by someone else or otherwise compromised, you are obliged to immediately:

- Change your passwords;
- Report the incident to the police or other relevant authorities; and
- Revoke your eID, id card or passport.

If you suspect that someone has fraudulently acted as you within the SCTS you are additionally obliged to immediately:

- Report this to Scrive; and
- Report this to any relying parties.

7. Data Processing

7a. In general

In providing the SCTS, Scrive collects, processes, and stores personal data about you. This is necessary to provide you with the SCTS. All data processing takes place in accordance with applicable data protection legislation such as the EU Regulation No 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "GDPR").

7b. Data processing roles

As a QTSP, Scrive is obliged to process and retain certain personal data about you within the SCTS in a data controller capacity. Hence, Scrive is the data controller of the data in the SCTS, even when Scrive is a data processor in the Originating

Application. The processing of data within the SCTS is exempted from the regular data processing agreement(s) covering Scrive's other services.

7c. The use of third parties in the SCTS

Scrive makes use of third parties to deliver the SCTS. This includes eIDs, ID Proofing Services, remote QSCD providers, HSM providers, hosting providers and Scrive AS' parent company Scrive AB. The eIDs and ID Proofing Services may be either data controllers or data processors. Other third parties are generally data processors of Scrive.

7d. Processing activities

The SCTS receives certain personal data from the Originating Application (e.g., names of signatories, phone numbers, email addresses, and other unique identifiers). The SCTS also receives a digest (hash) of the document (or other data) to be signed in the SCTS.

7e. Data Categories

Scrive, its registration authority, its eID and ID Proofing Services partners, and the other third parties mentioned in Section 7c above may be processing the following personal data about you within the SCTS:

- First name;
- Last name;
- Date of Birth;
- Personal Identification Number, Social Security Number, or similar;
- A unique identifier (serial number);
- Passport or id card number, eID number or similar; and
- Photo or video of your face and/or passport or id card

Additionally, Scrive is processing the following data:

- A digest (hash) of the signed document;
- The certificate;
- A signing process number;
- Signing process related metadata; and
- The name of the signed document file

7f. Data Retention

Scrive is required to retain certain sets of your data for 10 years from each time you use the SCTS. Subject to changes of statutory minimum retention requirements, Scrive shall delete your data after the expiry of maximum 11 years after each signing process, respectively.

Information about Scrive's data processing outside of the SCTS can be found at: <https://www.scrive.com/privacy-notice/>

8. Limitation of Liability

8a. The limitation of liability set out below shall not apply in respect of damages resulting from acts by either party committed with intent or gross negligence.

8b. Under no circumstances shall Scrive be liable to you for any special, incidental, indirect, statutory, exemplary, punitive or consequential damages, nor for any

other damages other than direct damages as described below (even if you have been advised of the likelihood of such damages).

8c. Scrive's liability for damages suffered by you as a direct result of Scrive's failure to provide the SCTS in accordance with the eIDAS Regulation and/or these SCTS Terms shall be limited to NOK 100 000 per each loss-making event and is any event maximised at the applicable limit of liability specified in your applicable licence terms. A loss-making event is considered as all matters that arise from the same continued or repeated actionable matter. By using the SCTS you agree and acknowledge that your use is suitable to this limitation.

8d. In accordance with the eIDAS Regulation, the intention or negligence of Scrive shall be presumed unless Scrive proves that the damage to any natural or legal person due to Scrive's failure to comply with the obligations under the eIDAS Regulation occurred without the intention or negligence of Scrive.

8e. Notwithstanding the above, you can never hold Scrive liable to compensate you in respect of any damage resulting from: (i) your failure to comply with any of Your obligations, as per Section 6 above, or; (ii) unavailability or faults in products, services, or materials you have chosen to use with or for the SCTS, including, without limitation, your Internet connection, your smartphone, tablet, PC, or other device, operating system, browser, and e-mail application, or; (iii) a Force Majeure event.

8f. No action, regardless of form, arising out of any claimed failure to provide the SCTS in accordance with the eIDAS Regulation and/or these SCTS Terms may be brought more than twelve (12) months after loss-making event occurred.

9. Force Majeure

Scrive shall not be liable to you for any delay or non-performance of its obligations under this Agreement to the extent that such delay or non-performance arises directly from any cause or causes beyond its reasonable control and which Scrive could not reasonably be expected to have anticipated and the consequences of which the Party could not have reasonably avoided or surmounted (a "Force Majeure Event").

10. Modification of these SCTS Terms and transfer of rights and obligations

Scrive reserves the rights to modify, amend and supplement these SCTS Terms.

Scrive is entitled to transfer all information, rights and obligations under these SCTS Terms to another legal entity, which is entrusted with the continued management or termination of the SCTS.

11. Applicable law and dispute resolution

11a. These SCTS Terms shall be construed in accordance with and be governed by the substantive laws of Norway without regard to its choice or conflict of law principles.

11b. To ensure the timely and economical resolution of any dispute, controversy or claim that arise in connection with these SCTS Terms, the parties shall initially attempt to resolve it amongst themselves by conducting good faith negotiations.

11c. To the extent admissible by law, any dispute, controversy or claim arising out of or in connection with these SCTS Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply.

11d. The arbitral tribunal shall irrespective of above alternatives be composed of a sole arbitrator. The seat of arbitration shall be Oslo and the language to be used in the arbitral proceedings shall be English. All awards may, if necessary, be enforced by any court having jurisdiction in the same manner as a judgement in such court.

11e. The parties undertake and agree that all arbitral proceedings shall be strictly confidential and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceedings shall be used solely for the purpose of those proceedings.

11f. Should arbitration not be admissible by law, e.g., if you are a consumer, then Oslo District Court shall have exclusive jurisdiction over any dispute, controversy or claim arising out of or in connection with these SCTS Terms.

12. Contact information

Questions regarding the document which is or will be signed shall be directed to the author of that document.

You can contact Scrive at support@scribe.com for questions or complaints regarding the SCTS. Additional contact information – such as support phone number, support hours, and postal address – can be found at <https://www.scrive.com/contact/>.