

MAIN PART OF THE SUBSCRIBER AGREEMENT (PART 1 OF 3)

1 Introduction

This document (Part 1), together with the Registration Form for Merchant Certificates (Part 2) and *Certification Practice Statement for Buypass Class 2 Merchant Certificates* (Part 3), constitute the Subscriber Agreement for Buypass Merchant Certificates.

For technical specifications and details concerning the features of the Merchant Certificate, reference is made to separate documents. See [Buypass BrukerstedslD](#).

The terms and conditions in this document (Part 1) shall apply unless there are specific exceptions in the Registration Form (Part 2).

The Subscriber itself authorises the people and/or the Integration Partner that shall be able to order and administer Merchant Certificates on behalf of the Subscriber. In the following, the roles the Subscriber can assign to people and/or the Integration Partner are referred to as the Certificate Approver and Activation Code Receiver. Buypass considers the Subscriber to be the contracting party and the Subscriber is responsible for the actions carried out by the Subscriber's Certificate Approvers and Activation Code Receivers.

2 Definitions

Begrep	Forkortelse	Beskrivelse
Subscriber		An enterprise that has entered into an agreement for the purchase and use of Merchant Certificates.
Activation Code		Password that grants access to the private key for the Merchant Certificate.
Activation Code Receiver		An Integration partner or a physical person from within or outside of the Subscriber's Enterprise that has the authority to receive the Activation Code on behalf of the Enterprise.
Merchant Agreement		Agreement between an Enterprise and Buypass that the Enterprise shall be a Buypass Merchant.
Merchant Certificate		Certificate that is used to identify an Enterprise as a Buypass Merchant
Buypass Merchant		Enterprise that uses Buypass Nett via direct integration or Integration Partner.
Buypass Nett		Central solution that is owned, operated and administered by Buypass. Buypass Nett grants Buypass Merchants access to Internet-based identification and payment services.
Certificate Policy	CP	A set of rules that state how Merchant Certificates must be issued and handled.
Certification Practice Statement	CPS	Description of how the rules in the CP are practised. CPS constitutes Part 3 of the Subscriber Agreement.

Begrep	Forkortelse	Beskrivelse
Integration Partner		Legal entity that has entered into an agreement with Buypass to administer the Subscriber's Certificates.
Contract Signer		Physical person from within or outside of the Subscriber's Enterprise who has the authority to sign the Subscriber Agreement on behalf of the Subscriber.
Temporary revocation		Temporary revocation of a Certificate during the lifetime of the Certificate due to uncertainty about whether the Certificate is valid.
Registration Form (Part 2 of the Subscriber Agreement)		Form that contains necessary information to be able to order and administer Merchant Certificates.
Certificate		The same as Merchant Certificate. See above.
Certificate Approver		An Integration Partner or a physical person from within or outside of the Subscriber's enterprise that has the authority to order and administer Merchant Certificates on behalf of the Subscriber.
Revocation		Revocation of a Certificate within the lifetime of the Certificate.
Enterprise		Legal entity that has been assigned an organisation number in the Central Coordinating Register for Legal Entities

3 Agreement process

Enterprises that have entered into a Merchant Agreement with Buypass may acquire Merchant Certificates (hereafter referred to as "Certificate"). A Buypass Merchant is identified by a Certificate, and a Subscriber Agreement for each Merchant must be signed.

A Subscriber Agreement is entered by filling in, signing and sending the Buypass Registration Form (Part 2). The Registration Form must be signed by the Contract Signer. In the instances in which there is the same Contract Signer for the Registration Form and Merchant Agreement, it is not necessary to confirm the Contract Signer's authority. In the instances in which there is a different Contract Signer for

the Registration Form and Merchant Agreement, Buypass will contact the Enterprise to confirm the Contract Signer's authority.

Buypass will verify the content of the Registration Form as described in Part 3 of the Subscriber Agreement.

The Subscriber shall inform the Certificate Approver and Activation Code Receiver about the duties incumbent on the Subscriber in accordance with the Subscriber Agreement.

4 The Subscriber's responsibilities and rights

4.1 Introduction

The Certificate is inextricably linked to the Enterprise as a Buypass Merchant. The Subscriber itself is responsible for the Certificate not being misused.

4.2 Registration of the Subscriber

The Subscriber shall provide correct and complete information in the Registration Form. This also applies when Buypass obtains information or documentation in connection with the verification of the Registration Form.

The Subscriber shall immediately inform Buypass if information provided is no longer complete or correct.

4.3 Installation and use of Merchant Certificate

The Subscriber shall verify the correctness of the content in the Certificate prior to installation. Upon installation, the content in the Certificate is deemed to have been verified and approved. The Subscriber must notify Buypass of incorrect information in the Merchant Certificate within 14 days after the date of issue. If the Subscriber fails to do so, the content in the Certificate will be deemed to have been accepted.

The Certificate can only be installed on equipment for which the Subscriber has the rights to install software and make the necessary changes. The Certificate must not be installed on equipment that is outside of the Subscriber's control.

The Certificate can only be installed by using the activation code. Buypass will send this code to the Activation Code Receiver.

The Subscriber is responsible for the Certificate being installed and protected such that only the Subscriber's authorised users can use the Certificate. The Subscriber shall implement the necessary measures to prevent unauthorised use of the Certificate.

4.4 Renewal of the Certificate

The Certificate is renewed automatically until the Merchant Agreement or Subscriber Agreement is terminated, unless the Certificate is revoked for reasons other than the expiration of the validity period.

The Subscriber shall receive notice a minimum of 8 weeks prior to when the Certificate is due to expire. A new Certificate shall be sent to the Certificate Approver and the Activation Code will be sent to the Activation Code Receiver in accordance with the applicable Registration Form.

The Subscriber must notify Buypass if information in the Registration Form (Part 2) has changed by sending a new Registration Form. The Registration Form must be signed by the Contract Signer.

The Subscriber itself is responsible for a new Certificate being installed before the previous Certificate expires.

4.5 Revocation of Certificates

If the Subscriber knows, has reason to believe, or should have realised that unauthorised parties have obtained access to the private key, the Subscriber must immediately request that the Certificate is revoked. The Certificate shall also be revoked in the event of loss, misuse or suspicion of misuse. Failure to do so is considered gross negligence.

Revocation can be carried out using [Buypass' Revocation Service](#).

The revocation of the Certificate pursuant to this clause can be carried out by the Contract Signer, Certificate Approver or Activation Code Receiver. The Subscriber will be notified when the Certificate is permanently or temporarily revoked.

If a Certificate is temporarily revoked, the Subscriber can contact Buypass to reopen or revoke the Certificate. Certificates that have been temporarily revoked will be permanently revoked after 30 days.

The Subscriber is obligated to immediately cease to use of the Certificate when:

- Information in the Certificate is no longer correct or valid.
- There is a suspicion of misuse or proven misuse of the private key or the private key has been compromised.
- The Certificate has been revoked or temporarily revoked.
- The Certificate's expiry date has passed.

Revocation or loss of the Certificate entails that the Subscriber must order a new Certificate.

4.6 Subscriber's limitation of liability

The Subscriber is not liable for any indirect or consequential damage or loss and the Subscriber's liability shall be limited to an amount equal to the annually calculated service fee, excluding VAT.

The limitations of liability shall not apply if the loss is due to gross negligence or wilful misconduct by the defaulting Party.

5 Buypass' responsibilities and rights

5.1 Validation of the Registration Form

Buypass shall verify that the content in the Registration Form (Part 2) is complete and correct before the Certificate is produced and sent to the Subscriber. Buypass guarantees that the content in the Certificate is correct on the date of issue.

5.2 Storage and processing of Subscriber data

The Subscriber grants Buypass its consent to store and process the data provided by the Subscriber. This data will not be used for anything other than necessary communication with the Subscriber or the production of services under this Subscriber Agreement, without the Subscriber's written consent.

5.3 Renewal of the Certificate

Buypass shall notify the Subscriber a minimum of 8 weeks before the Certificate is due to expire. Buypass will send a new Certificate to the Certificate Approver 4 weeks before the Certificate expires based on the applicable Registration Form. The activation code will be sent to the Activation Code Receiver.

5.4 Revocation of Certificate

Buypass has the right to revoke or temporarily revoke the Certificate if there are reasonable grounds to assume that:

- unauthorised parties have obtained access to the private key
- there is a suspicion of misuse or proven misuse of the private key or the private key has been compromised
- the Certificate has been lost information in the Certificate is no longer correct or valid

In the event of payment default, Buypass also has the right to revoke or temporarily revoke the Certificate. Buypass must be able to document the reason for why the Certificate was revoked.

The Subscriber will be notified when the Certificate is revoked or temporarily revoked. If the Certificate is temporarily revoked, Buypass can reopen the Certificate if the grounds for revocation were incorrect. If no request is made to reopen a temporarily revoked Certificate within 30 days from the revocation date, it will be revoked permanently.

5.5 Buypass' liability for damages

Buypass' liability for damages appears in the applicable Certification Practice Statement for Buypass Class 2 Merchant Certificates (CPS) (Part 3 of the Subscriber Agreement).

6 Amendments to the Subscriber Agreement

If the Subscriber needs to amend subscriber-specific information, the Subscriber must send a new Registration Form (Part 2) to Buypass. The Registration Form must be signed by the Contract Signer.

If the Subscriber wishes to have new people and/or Integration Partners in the roles of Certificate Approver and/or Activation Code Receiver, the Subscriber must send a new Registration Form (Part 2) to Buypass. The Registration Form must be signed by the Contract Signer.

The Subscriber is obligated to notify Buypass when people and/or Integration Partners no longer shall have the assigned roles as Certificate Approver and/or Activation Code Receiver. This occurs when the Subscriber sends a new Registration Form (Part 2) to Buypass where new people and/or Integration Partners are listed in the relevant roles. The Registration Form must be signed by the Contract Signer.

7 Duration of the Subscriber Agreement

The Subscriber Agreement shall run until it is terminated. Termination of the Merchant Agreement entails the simultaneous termination of the Subscriber Agreement.

If the Subscriber breaches its obligations pursuant to the Subscriber Agreement and does not remedy the breach by a reasonable deadline specified by Buypass, Buypass can terminate the Subscriber Agreement when the deadline expires.

Buypass may amend the contents of Part 3 of the Subscriber Agreement (Certification Practice Statement) by publishing an updated CPS on [Buypass BrukerstedslD](#). Amendments that will have no effect on the Subscriber will enter into force upon publication. Amendments that will affect a limited number of Subscribers will enter into force 30 days after the publication date. Other amendments will enter into force 90 days after the publication date.

8 Jurisdiction and choice of law

If a disagreement arises between the parties relating to the interpretation or legal effect of the Agreement, the parties must first attempt to reach an agreement through negotiations and/or arbitration.

If a dispute is not resolved through negotiations or arbitration, each of the parties may demand that the dispute is brought before Oslo District Court as the correct jurisdiction.

The relationship between the Subscriber and Buypass is regulated by Norwegian law.

9 Buypass contact details

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N-0402 Oslo

Web: <https://www.buypass.com>

[Buypass Revocation Service](#)

[Customer Support](#)