

# Terms and conditions for MitID

Version 1.3

These terms consist of three chapters:

1. Terms and conditions for MitID
2. Terms and conditions for physical MitID authenticators
3. Terms and conditions for dedicated MitID for business use (separate MitID for business)

Terms and conditions for MitID and Terms and conditions for physical MitID identification authenticators apply to users of private MitID.

Terms and conditions for dedicated MitID for business use (separate MitID for business) apply to business users who use a dedicated MitID.

# Terms and conditions for MitID

A.	Introduction.....	3
B.	Requirements for use .....	3
C.	Obligatory actions .....	3
D.	Rules for using MitID .....	4
	D.1 Creating MitID .....	4
	D.2 Selecting authenticators .....	4
	D.3 Assurance Levels .....	5
	D.4 Storage of authenticators .....	6
	D.5 Security while using authenticators .....	6
	D.6 Administration of your MitID identity and authenticators .....	7
	D.6.1 Notifications .....	7
	D.7 Suspension and Blocking of MitID and authenticators.....	7
	D.7.1 Your duty to immediately suspend and block.....	7
	D.7.2 Inquiry about suspension and blocking .....	8
	D.7.3 Other cases of suspension and blocking.....	8
	D.7.4 Use of MitID after suspension and blocking.....	9
	D.8 Processing of personal data.....	9
	D.8.1 Data responsibility .....	10
	D.9 Liability for damages .....	10
	D.10 Changing the rules for using MitID .....	10
E.	Complaints guide.....	10
F.	Support and additional information about MitID.....	11
	F.1 Support .....	11
	F.1.1 How to get support.....	11

## A. Introduction

These Terms and Conditions for MitID describe the rules you must comply with to get MitID and when you have received MitID. Terms and conditions for MitID can also be found at [MitID.dk](http://MitID.dk).

MitID gives you secure access to online banking, Digital Post from public authorities, public services (such as [skat.dk](http://skat.dk), [borger.dk](http://borger.dk)) and other parts of digital life that require authentication and confidentiality. MitID consists of a user ID, which you will use together with one or more means of identification to confirm your identity with a digital self-service solution, e.g., your online bank. This is called authentication.

Terms and conditions for physical MitID authenticators can be found as an extension to these terms and conditions for MitID.

The MitID solution has been developed and made available by the find and the Danish banks.

Nets DanID A/S handles the operation and administration of the MitID solution.

The Danish Agency for Digital Government is data responsible for the MitID solution, while Nets DanID A/S is the data processor on behalf of the Danish Agency for Digitisation.

If you have questions about personal data, please contact the Danish Agency for Digital Government by email:

Digitaliseringsstyrelsen  
Landgreven 4  
1017 København K  
CVR-nr.: 34 05 11 78  
E-mail: [digst@digst.dk](mailto:digst@digst.dk)

## B. Requirements for use

You will use your MitID with digital services that require you to identify yourself securely. As far as public digital services are concerned, the requirement is regulated in the MitID and NemLog-in Act.

You can see the entire legal text at: <http://www.retsinformation.dk>.

## C. Obligatory actions

You prove your identity when you log in or authenticate with MitID - or when you use MitID in connection with a signature.









## D. Rules for using MitID

### D.1 Creating MitID

When you register for the MitID solution, you are required to provide complete and correct information.

### D.2 Selecting authenticators

When creating your MitID, you must choose between one or more authenticators:

<b>MitID password</b> (password with at least 8 characters)		
<b>MitID app</b> (iOS and Android app with 6-digit PIN code used to approve an action)		
<b>MitID code display</b> (pressing a button displays one-time code, which is then entered)		
<b>MitID audio code reader</b> (reads aloud a one-time code at the touch of a button. The code is then entered)		
<b>MitID chip</b> (connected to mobile phone or computer via USB cable, Bluetooth or NFC chip and confirms possession at the touch of a button)		

You authenticate yourself with:

- Something you know (knowledge-based).

- a personal MitID password.
- a personal MitID PIN code for the app.
- Something you have (proprietor-based).
  - a personal MitID code display.
  - a personal MitID audio code reader.
  - a personal MitID chip.
  - a personal MitID app.

The authenticators are described in more detail on MitID.

Creation and selection of one authenticator in addition to the MitID App is free with the exception of the MitID chip.

### D.3 Assurance Levels

When you register for the MitID solution, your identity is assigned an assurance level (Low, Significant or High).

You can log in with MitID at three different assurance levels corresponding to the level assigned to your identity in MitID:

- **Low** - With some digital services, you can simply use your MitID user ID together with at least one means of identification, such as MitID password.
- **Substantial** - Most digital services require that, in addition to your user ID, you use two different authenticators from each category, for example the MitID app with associated PIN code.
- **High** - For selected digital self-service solutions that require a very high level of security, two authenticators from each category must be used, and the two authenticators must also be extra secure against copying and tampering, for example MitID password combined with MitID chip (this is extra secured against copying and tampering).

The assurance level is an expression of which actions you are entitled to carry out with MitID and depends on which authenticators you choose. Assurance level Significant is recommended for most users.

In the following, you can see which authenticators and combinations thereof can be used at the different security levels:

- **Assurance level Low** (sufficient for a small number of primarily private digital services)
  - You can choose between MitID app, MitID password or MitID chip

- **Assurance level Substantial** (required by most public and private digital services)
  - You can choose either the MitID app or combine MitID password with MitID code display.
  - For the blind or visually impaired, you can combine MitID password with MitID audio code reader
- **Assurance level High** (required for selected public and private digital services)
  - You can choose between the MitID app installed on a device with a built-in microprocessor chip that can store sensitive data and launch applications protected from malware, or combine the MitID password with the MitID chip, or combine the MitID app with the MitID chip.

#### D.4 Storage of authenticators

Be aware that you

- must protect your MitID password, your MitID code display, your MitID audio code reader, your MitID chip, and your PIN code for your MitID app so that others cannot access them. Do not physically write down your MitID password or PIN code for your MitID app;
- do not share your MitID user ID with others. However, you are welcome to inform Citizen Service, your bank or MitID Support organisations if you contact them;
- do not store your MitID password or PIN code for your MitID app unencrypted on any devices. See recommendations for storing passwords and PIN codes on MitID.dk;
- do not store your MitID password with your MitID code display, MitID audio code reader or MitID chip or store your MitID password on the device where your MitID app is installed;
- do not store your MitID password with your MitID code display, MitID audio code reader or MitID chip or store your MitID password on the device where your MitID app is installed;
- do not write your MitID password on MitID code display, MitID audio code reader or MitID chip;
- may only install your MitID app on devices for private, family and corporate use and over which you have control.

#### D.5 Security while using authenticators

It is important that you read the security documents for physical MitID authenticators, which you can find here:

[MitID.dk/en-gb/help/help-universe/security-documents-for-mitid-authenticators/](https://MitID.dk/en-gb/help/help-universe/security-documents-for-mitid-authenticators/)

You need to make sure that

- your user ID and authenticators are only used by yourself in a secure and secure manner and in accordance with these Terms and Conditions for MitID;
- others will not have the opportunity to read or otherwise gain access to your MitID password or PIN code for the MitID app when you enter it;
- you use MitID on a device where the operating system (operating system), Internet browser and other programs are continuously updated with the latest security updates.

You need to verify frequently that

- you have not lost your MitID code display, MitID audio code reader, MitID chip or the device(s) where your MitID app is installed;
- MitID has not been misused, e.g. by logging in to MitID.dk or by checking that no amounts have been withdrawn from your bank account that you do not know about.

## **D.6 Administration of your MitID identity and authenticators**

At MitID.dk with assurance level Substantial you can log in and manage your MitID, and you are required to keep your contact information updated.

Here you can also see an event log of when you have used MitID and which digital services you have been logged on to. The event log is default activated. This way, you can continuously check if your MitID has only been used with digital services that you have visited.

You can also manage your authenticators, including changing MitID password, as well as blocking and activating MitID code display, MitID audio code reader, MitID chip and MitID app.

### **D.6.1 Notifications**

You can select whether MitID is to send notifications to you by app, SMS, email or in special cases by Digital Post or physical mail.

You can read more about which options you have at MitID.dk.

## **D.7 Suspension and Blocking of MitID and authenticators**

Suspension is a temporary state that can be reopened, whereas blocking is a permanent state equivalent to closure.

### **D.7.1 Your duty to immediately suspend and block**

You must immediately via MitID.dk, Citizen Service, or your bank

- suspend your MitID if you suspect that your MitID has been misused or compromised;
- block your MitID code display, MitID audio code reader or MitID chip if you have lost your MitID code display, MitID audio code reader or MitID chip;

- block your MitID app if you have lost a device on which your MitID app is installed or you suspect that an unauthorized person has access to your MitID app or has knowledge of your PIN code.
- change your MitID password if you suspect that an unauthorized person has gained or may have become aware of your MitID password, and if this is not possible, block your MitID password.
- block your MitID Code display, MitID audio code reader or MitID chip if the device is lost or broken.

### **D.7.2 Inquiry about suspension and blocking**

You must provide your user ID and possibly your name, address and CPR number when you want to suspend your MitID or block your password and / or your MitID code display, MitID audio code reader, MitID chip or your MitID app. In addition, you must state whether it is MitID password or MitID code display, MitID audio code reader, MitID chip or MitID app that is to be blocked.

In the case of your MitID, it will initially be suspended and can be reopened later. If your MitID is blocked, it cannot be reopened, and you must re-register in the MitID solution. This means that from the time of blocking you can no longer use it.

Once you have suspended your MitID or blocked one or more authenticators, you will receive a notification stating the time and reason for the suspension / blocking.

You can suspend your MitID or block your MitID password and / or your MitID code display, MitID audio code reader, MitID chip, MitID app by contacting:

- MitID Support by phone +45 33 98 00 10 (contact during opening hours)
- Citizen service (contact during opening hours)
- Your bank (contact during opening hours)
- MitID.dk - blocking only (around the clock)

When you are able to use MitID again, you can check the event log on MitID.dk to see the time and reason for a suspension of your MitID or blocking of your MitID password and / or your MitID code display, MitID audio code reader, MitID chip or MitID app.

### **D.7.3 Other cases of suspension and blocking**

You must be aware that these situations will also lead to blocking or suspension:

- your MitID password is blocked if there is a suspicion or knowledge that others know your MitID password;

- your MitID password is suspended for a shorter period if the MitID password is entered incorrectly a certain number of times. Your MitID password will be blocked if the password is re-entered incorrectly a certain number of times after the suspension has been revoked;
- your MitID app is blocked if there is a suspicion or knowledge that others know the PIN code of your MitID app;
- your MitID app is blocked if there is any suspicion or certainty that the device you are using has been compromised
- your MitID app is suspended if there is a suspicion or certainty that the device you are using has significant security holes;
- your MitID is blocked if it is known that you have not complied with the MitID Terms and Conditions;
- your MitID is suspended if it is suspected that your MitID has been misused or compromised;
- your MitID is suspended until you have accepted the new MitID Terms and Conditions;
- your MitID will be blocked if you have provided incorrect information in connection with the creation of MitID;
- your MITID will be blocked if it is announced that you have passed away.

You can contact a Citizen Service Centre, your bank, or MitID Support for more information about suspension and blocking.

#### **D.7.4 Use of MitID after suspension and blocking**

You cannot use MitID when your MitID is suspended. When your MitID is suspended, both your user ID and your authenticators will be suspended. You can therefore not use your MitID when your user ID is suspended. You can cancel the suspension of your user ID by reactivating your MitID again by contacting your bank, Citizen Service or MitID Support, cf. point F, after which you can use your MitID again.

Blocking MitID password, code display, MitID audio code reader, MitID chip, or app means that you can no longer use the blocked authenticator(s). In order to be able to use a blocked authenticator, it must be re-enrolled in MitID. A blocked MitID code display and a MitID audio code reader cannot be re-enrolled but must be discarded and new ones must be procured.

You have limited access to MitID.dk if one or more of your authenticators are blocked and you cannot use other authenticators.

#### **D.8 Processing of personal data**

You can read about the information the Danish Agency for Digital Government collects, stores, and processes about you in connection with the issuance and administration of MitID in the Privacy Policy:

[www.MitID.dk/en-gb/legal/privacy-notice/](http://www.MitID.dk/en-gb/legal/privacy-notice/)

Among other things, you must be aware that personal data about you is passed on to the service you use. You must be aware that information such as your name and age are included in your MitID identity and therefore also passed on to the digital self-service solutions that you choose to log on to with MitID.

#### **D.8.1 Data responsibility**

The Danish Agency for Digital Government is data controller for your personal data, which is processed in MitID. Nets Dan ID A/S is the data processor for The Danish Agency for Digital Government. If Nets DanID A/S uses a subcontractor that processes your personal data, then the subcontractor becomes the sub-processor of your personal data .

The processing of your personal data is subject to the data protection rules contained in the Data Protection Regulation and the Data Protection Act, cf.

<https://www.retsinformation.dk/eli/lta/2018/502>.

#### **D.9 Liability for damages**

Nets DanID A/S is liable for damages based on wrongful registration in connection with the issuance of MitID resulting from non-compliance with the procedures and precautions for registration and enrolment and support, which are applicable in relation to administration and termination of the MitID solution, unless Nets DanID A/S can prove that Nets DanID A/S has not made errors or acted negligently. Your claim regarding wrongful registration in connection with the issuance of MitID must be directed to Nets DanID A/S.

Nets DanID A/S is not liable for damages that may arise as a result of you not being able to use MitID due to, for example, operational disruptions at either Nets DanID A/S or the service you wish to access.

#### **D.10 Changing the rules for using MitID**

The Danish Agency for Digital Government reserves the right to change the rules without notice. You will be asked to accept updated terms when you use your MitID for the first time after a terms update.

### **E. Complaints guide**

You can complain to the Danish Agency for Digital Government if you:

- are refused a MitID or

- your MitID is suspended or blocked without you requesting it.

To complain, you must contact the Danish Agency for Digital Government in one of the following ways:

- Call telephone number + 45 33 92 52 00
- Send mail via Digital Post
- Send a letter to: Digitization Agency, Landgreven 4, 1301 Copenhagen, with the title "*Complaint about My ID*".

In your complaint, please state and possibly attach:

- User ID
- Full name
- Address
- Phone number
- Description of the complaint, including any reasoned refusal from Citizen Service or your bank
- Any relevant annexes
- Power of attorney, if you are complaining on behalf of someone else

## F. Support and additional information about MitID

If you need more information about MitID, you can contact your bank, Citizen Service or the The Danish Agency for Digital Government. You can also read more at [MitID.dk](https://mitid.dk).

### F.1 Support

If you need help or more information about [MitID.dk](https://mitid.dk), you can go to [MitID.dk](https://mitid.dk) (around the clock).

#### F.1.1 How to get support

If you experience problems using your MitID in connection with self-service in your online bank, you must contact your bank.

In other cases, you can contact the provider of the service you are trying to access or MitID Support by phone +45 33 98 00 10

If you want to block your authenticators, you can:

- go to [MitID.dk](https://mitid.dk) (around the clock)

If you want help to suspend your MitID, please contact:

- MitID Support by phone +45 33 98 00 10
- Your bank, if your bank handles MitID inquiries

# Terms and conditions for physical MitID authenticators

A	General information .....	14
B	Ordering.....	14
	B.1 Language of the agreement .....	15
	B.2 Access to the agreement .....	16
	B.3 Fraud prevention .....	16
	B.4 Trade control .....	16
	B.5 Prices and delivery .....	16
	B.6 Free delivery.....	16
	B.7 Currency .....	17
C	Right of withdrawal.....	17
	C.1 Returning or exchanging an order.....	17
	C.2 Repayment .....	18
D	Means of payment .....	18
	D.1 Control digits (CVV) .....	18
	D.2 Payment procedure.....	19
E	Defective or incorrect MitID authenticators .....	19
F	Intellectual property rights and use of MitID.dk .....	19
	F.1 Updating MitID order process .....	19
	F.2 Force Majeure .....	20
	F.3 Completeness of this agreement .....	20
	F.4 Invalidity .....	20
G	Personal information .....	20
H	Right of appeal.....	20
I	Choice of law and venue.....	20

## A General information

Ordering and purchasing MitID authenticators on MitID.dk is provided by:

Nets DanID A/S  
Klausdalsbrovej 601  
DK-2750 Ballerup  
CVR: 30808460

Terms for MitID authenticators (hereinafter the "Terms") apply when you order or purchase MitID authenticators from MitID.dk. MitID authenticators are physical devices that are provided free of charge as part of the MitID solution. Some MitID authenticators are subject to user payment. If you do not accept these terms, you cannot order or buy MitID authenticators on MitID.dk.

The terms may be updated from time to time (for example to reflect changes in technology, our system capacity or relevant laws and regulations), and you must accept them every time you order on MitID.dk. "You" or "Your" means you as a user of MitID.dk when ordering and purchasing MitID authenticators. "We", "us" or "our" means Nets DanID A/S.

You must be 13 years old to order MitID authenticators on MitID.dk.

MitID authenticators are covered by the Danish Purchase Act's rules on defects. This means that you have certain statutory guarantees.

If you experience problems with your order or the general use of MitID.dk, you are welcome to contact MitID support:

Email: [support@MitID.dk](mailto:support@MitID.dk)  
Phone: +45 33 98 00 10

If there are parts of these Terms for MitID authenticators that you do not understand, we recommend that you contact MitID support before you begin your order on MitID.dk.

## B Ordering

MitID order authenticators is open 24 hours a day.

You can place an order by performing the following steps:

- Go to MitID.dk and select Get a MitID authenticator

- Select product(s)
- Log in to MitID or enter personal information
- Before completing the order, read the Terms of MitID authenticators and accept by checking the box.
- If the order requires payment, select your preferred payment method and enter relevant payment information.

Once the order has been registered, you will receive an email from us summarizing the contents of your order and acknowledging that the order has been received. A binding agreement has only been entered into when we confirm by email that MitID authenticators have been sent or when the order has been picked up at a Citizen Service Centre.

Any payment will be deducted from your account after your MitID authenticator has been shipped or picked up.

We reserve the right to cancel the agreement to order MitID authenticators in one of the following situations, without being liable for compensation or other costs:

- Your payment information is incorrect or cannot be verified.
- Your order has been placed with resale for the purpose or other use that is not related to MitID.
- Your order has been placed for the purpose of committing fraud, etc. or committed in connection with a criminal act or other illegal activity.
- The country you specify for the address of the recipient is subject to a trade embargo or other sanctions, cf. section 2.4.
- An unintentional error occurs on MitID.dk, such as a payment error.
- We have reason to believe that you are under 13 years old.

#### WHEN ARE YOU BOUND BY YOUR ORDER?

Before placing an order, you can change the information that you have entered, including delivery information and payment details, if relevant. You also have the option to add or remove products from your order. After you confirm your order, a receipt will appear on your screen. From that moment, you are bound by your order.

Please contact MitID support if you made a mistake while placing your order.

After entering into the agreement, the rules on the right of withdrawal apply, see below in point C.

#### B.1 Language of the agreement

The agreement can be entered into in Danish or English.

## **B.2 Access to the agreement**

If you have entered an email address, you will receive a receipt via email. These Terms for MitID authenticators can be printed out and downloaded when ordering on MitID.dk and will be handed out in connection with MitID registration at Citizen Service. We store all agreements entered, including the receipt, for a certain period of time, and we recommend that you also save the documents.

## **B.3 Fraud prevention**

In order to protect you and our other customers from fraud and to be able to maintain a high level of security for MitID authenticators, we verify your identity. This includes the data you send when you order on MitID.dk, including your personal information and payment information.

## **B.4 Trade control**

Nets DanID A/S is obliged to ensure that we comply with all applicable export control and trade, economic or financial sanctions laws and regulations in the USA, the European Union and the Member States of the European Union [as well as associated UN resolutions] in connection with use of MitID authenticators (hereinafter collectively the “Trade Control Acts”).

The sanctions typically concern arms embargoes, a ban on entry into the EU, asset freezes, a ban on investment and a ban on the export and import of certain goods. Sanctions can also be aimed directly at individuals, as seen in the sanctions against terrorism.

As an end user of MitID authenticators, you accept by accepting these terms that all MitID authenticators are subject to the Trade Control Acts. This means that you must comply with the Trade Control Laws and thus never send, buy, procure, import, export, receive, deliver or use the MitID authenticators in violation of the Trade Control Laws.

## **B.5 Prices and delivery**

All stated prices for MitID authenticators, delivery costs, and other costs are in DKK (Danish Kroner) including taxes, VAT, and fees.

## **B.6 Free delivery**

We deliver free of charge and usually within 3-7 working days in Denmark when ordering before noon on weekdays.

Please note that the risk of loss of or damage to your MitID authenticator passes to you after delivery. If a package appears to be damaged or torn, you should refuse to receive it. If you discover that your MitID authenticator has been damaged during shipment, contact MitID Support to have it replaced.

If you want to complain about defective delivery or defective MitID authenticators, you can contact MitID support. Read more in the section "Defective and incorrect MitID authenticators" below.

We reserve the right to change prices and make reservations for any printing errors, sold out products and price changes.

## B.7 Currency

You can pay in DKK on MitID.dk.

## C Right of withdrawal

At [www.mitid.dk](http://www.mitid.dk) you have a 14-day full right of withdrawal from the day you receive your MitID authenticator(s). Please note that we do not cover the cost of return due to your withdrawal.

In order to exercise the right of withdrawal, you must notify MitID support (see contact information at the top of this document) of your decision to withdraw from this agreement in an unambiguous statement (e.g. by post or email). You can use the standard cancellation form in Appendix 3 to the Consumer Contracts Act, which can be found on the following website <https://www.retsinformation.dk/eli/lta/2013/1457>, but it is not mandatory.

The withdrawal period is complied with if you send your notice of exercise of the right of withdrawal before the withdrawal period has expired.

You must return your MitID authenticators without undue delay and no later than 14 days from the date on which you have informed MitID support of the exercise of the right of withdrawal of the agreement. The deadline is met if you return the goods before the end of the 14 days.

You must bear the direct costs in connection with the return of MitID authenticators as a result of the exercise of your right of withdrawal.

### C.1 Returning or exchanging an order

Follow this procedure when returning / exchanging an order:

1. Contact MitID support to inform that you regret the agreement as described above.
2. Receive label with RMA number + delivery address
3. Make sure that the MitID authenticators is packed securely and in its original box and packaging.
4. Return the item to:

Nets DanID A/S

MitID Returpost  
Klausdalsbrovej 601  
2750 Ballerup

5. Authenticators returned without RMA number will be rejected.

If you damage your MitID authenticator or otherwise degrade the value of the MitID authenticator, you will be liable for the lost value. You should be aware that the MitID authenticator loses its full value in the following cases:

- You have used the product or broken the packaging
- You have used the product for other purpose than what it was designed for
- The product is not intact or otherwise damaged
- You return the product in non-original packaging

If the value of your MitID authenticator is impaired as a result of the above, we will offset the lost value in the amount we refund you.

## C.2 Repayment

If you return your MitID authenticator, we will refund all payments received from you as soon as possible and no later than 14 days after we have received the authenticator.

We will refund payments to the same means of payment that you used to pay. We do not charge any fees.

## D Means of payment

We accept the following means of payment:

- Dankort
- Visa and Visa Electron
- Mastercard and Maestro
- MobilePay

We do not accept other payment methods.

### D.1 Control digits (CVV)

If you pay by credit card, you will be asked to enter the card's control digits. You will find the three control digits on the back of your credit card, most often on the right side. The control digits are necessary for the payment to be completed and to maintain a high level of security. There may also be other similar safety precautions.

## D.2 Payment procedure

Your payment will be deducted using the payment service you selected when your MitID authenticator leaves our warehouse to be delivered, or when you have picked up your delivery at a Citizen Service Centre or your bank, if your bank is set up to deliver MitID authenticators.

## E Defective or incorrect MitID authenticators

You have a two-year right of complaint for defective goods in accordance with the Danish Sale of Goods Act. We recommend that you save your receipt to be able to prove that your complaint is made within two years. If your MitID authenticator suffers from a defect or we have provided an incorrect MitID authenticator, please contact MitID support. You are not responsible for costs associated with the return of defective or incorrect products.

If you notice a defective or incorrect MitID authenticator upon delivery, you should refuse to receive the package.

In case of a missing or incorrect MitID authenticator, you can choose between the following options:

- Return your MitID authenticator and get a refund of the purchase price or a new one for free. If the defective MitID authenticators has been handed out free of charge, you will not receive a refund of a purchase price, but instead you will receive a new one free of charge.
- Let us try to repair the item (we may reject this option if we consider it impossible or if it will incur disproportionate costs).

We may ask you to return your defective MitID authenticator before you are eligible to receive a new one free of charge. We pay the return shipping costs.

## F Intellectual property rights and use of MitID.dk

Nets DanID A/S and our suppliers retain all intellectual property rights to MitID authenticators after they have been transferred to you.

You are not entitled to copy and / or use parts of the content from MitiD.dk. It is not permitted to use any kind of data mining, robots, or similar data collection tools (neither once nor many times) to copy significant parts of MitID.dk for use in other contexts.

You are not allowed to use MitID.dk in any way that causes or may cause MitiD.dk or access to it to be interrupted, damaged or impaired.

### F.1 Updating MitID order process

We do our best to update MitID ordering and ensure that prices, descriptions and other information about the MitID authenticators are correct. However, spelling errors, errors in prices, descriptions and other information about the MitID authenticators may occur.

## **F.2 Force Majeure**

We are not liable for delays or non-compliance with our obligations under these Terms if the delay or non-compliance is due to events beyond our reasonable control.

## **F.3 Completeness of this agreement**

These terms and conditions form the complete basis of the agreement between us regarding MitID authenticators.

## **F.4 Invalidity**

Should one or more of the provisions of the Terms and Conditions be declared invalid in whole or in part, the other provisions shall continue to apply.

## **G Personal information**

We treat your personal information confidentially. Please read our personal data policy, which explains how we use the personal information that you give us in connection with the ordering procedure and your use of MitID.dk in general.

## **H Right of appeal**

You are of course always welcome to contact MitID support if you have complaints about a MitID authenticator that you have ordered via MitID.dk.

You can also submit a complaint about a MitID authenticator to the Danish Competition and Consumer Authority's Center for Complaint Resolution via <https://naevneneshus.dk/start-din-klage/center-for-klageloesning-og-forbrugerklagenaevnet/>.

The address for the Complaint Resolution address is: Center for Complaint Resolution, House of Boards, Toldboden 2, 8800 Viborg

You can also lodge a complaint via the EU Commission's online dispute resolution portal, which can be found here: <http://ec.europa.eu/consumers/odr/>

## **I Choice of law and venue**

Any agreement we enter using these Terms for MitID authenticators is subject to Danish law. Any dispute that may arise in connection with our agreement, including the existence or validity of the agreement, must be brought before a competent court in Denmark.

# Terms and conditions for dedicated MitID for business use (separate MitID for business)

A.	Introduction.....	22
B.	Use of dedicated MitID.....	22
C.	Binding actions .....	23
D.	Rules for the use of MitID.....	23
	D.1 Registration of information when creating a dedicated MitID.....	23
	D.2 Choice of authenticator.....	23
	D.3 Assurance levels .....	23
	D.4 Storage of authenticators .....	24
	D.5 Safety in use.....	25
	D.6 Administration of your user profile in MitID Erhverv and selected authenticators.....	25
	D.7 Suspension and Blocking of dedicated MitID .....	25
	D.7.1 Duty to suspend or block dedicated MitID.....	25
	D.7.2 Request for blocking.....	26
	D.7.3 Other cases of suspension and blocking.....	26
	D.8 Processing of personal data.....	27
	D.8.1 Data responsibility .....	27
	D.9 Changing the rules for using dedicated MitID .....	27
E.	Support and additional information about MitID.....	28
	E.1 Support.....	28
	E.2 Additional information about dedicated MitID.....	28

## A. Introduction

The Terms and Conditions for MitID describe the rules you must comply with, when using a dedicated MitID issued to you as business user via a User Organisation connected to MitID Erhverv. Dedicated MitID for business use is also referred to as a separate MitID for business.

A dedicated MitID consists of a unique user ID (user name) and one or more associated authenticators.

A dedicated MitID is to be used for business purpose only and must be used in accordance with the user organisation's own rules. This includes rules for provisions of power and articles of association.

The terms and conditions are available on <http://www.mitid-erhverv.dk>

A dedicated MitID consists of a user ID to be used with one or more associated authenticators (MitID password, MitID app, MitID code display, MitID audio code reader, MitID chip) to confirm your identity in MitID Erhverv, when interacting with a digital self-service solution.

Your user organisation defines which authenticators you can utilise as a user of MitID Erhverv.

MitID Erhverv is made available by the Danish Agency for Digital Government in cooperation with public partners.

Nets DanID A/S handles the administration of the MitID solution.

The Danish Agency for Digital Government is data controller for the MitID Erhverv solution. Additional information on the processing of data and data processors can be found in the privacy policy for MitID Erhverv at [www.mitid-erhverv.dk](http://www.mitid-erhverv.dk).

If you have questions about personal data, please contact the Danish Agency for Digital Government by email:

Digitaliseringsstyrelsen  
Landgreven 4  
1017 København K  
CVR-nr.: 34 05 11 78  
E-mail: [digst@digst.dk](mailto:digst@digst.dk)

## B. Use of dedicated MitID

You can use a dedicated MitID with selected digital services, which require that your identity is confirmed securely. Access to services and functionality can be limited by the privileges the service or your user organisation are able to use.

## C. Binding actions

You establish, who you are, when you log in or approve a transaction using a dedicated MitID – or when you use your dedicated MitID in the signature service Underskrift (digital signature). The use of dedicated MitID for electronic signature service requires the acceptance of separate terms and conditions prior to issuing the signature.

## D. Rules for the use of MitID

### D.1 Registration of information when creating a dedicated MitID

The process of creating a dedicated MitID will make use of the information your user organisation already has registered about you. If this information is not correct, you are obliged to discontinue the use of your dedicated MitID and update the information with your user organisation.

### D.2 Choice of authenticator

Your authenticator is chosen by your user organisation when creating the dedicated MitID. These terms may therefore address other authenticators, than what you have access to use.

### D.3 Assurance levels

You are set up in MitID Erhverv user at a given assurance level (Substantial or High).

You can log in with your dedicated MitID at three different assurance levels, if you are registered in MitID at the corresponding level:

- **Low** - With some digital services, you can simply use your MitID user ID together with at least one means of identification, e.g., MitID password
- **Substantial** – Most digital services require that, in addition to your MitID user ID, you use two different authenticators from separate categories, for example MitID app with corresponding PIN code.
- **High** – With selected digital self-service solutions, which require a very high level of security: Two authenticators are required from separate categories, and the two authenticators must, among other things, be extra secured against copying and manipulation, e.g., MitID password combined with MitID chip (this is extra secure against copying and manipulation).

The assurance level determines which actions you are allowed to complete with MitID and depends on which authenticator you use.

The following explains which authenticators and their combinations that can be used at the various security levels:

- **Assurance level low** (is sufficient for a small number of primarily private digital services)
  - The assurance level can be achieved by using the MitID app, MitID password or MitID chip
- **Assurance level Substantial** (required by the majority of public and private digital services)
  - The assurance level can be achieved by using the MitID app or a combination of MitID password and MitID code display or a combination of MitID password and MitID Chip
  - Blind or visually impaired individuals can achieve this assurance level by combining the MitID password with the MitID audio code reader
- **Assurance level High** (required for selected public and private digital services)
  - The assurance level can be achieved by using the MitID app installed on a device with a built-in microprocessor chip which can store sensitive data and start applications protected from malware, or by combining the MitID password with the MitID chip or combining the MitID app with the MitID chip.

#### D.4 Storage of authenticators

You must protect your dedicated authenticator, so it can't be used by others. Therefore you must be aware that you

- must protect your authenticator, so it cannot be used by others. You are not in any way to physically write down your password or your PIN code to your MitID app;
- must not inform any other person about your MitID user ID. However, you are allowed to inform your user administrator in MitID Erhverv or MitID Erhvervs support, if you initiate the contact;
- must not inform any other person about your MitID password and other codes;
- must not store your MitID password or other codes unencrypted on any device;
- must not store your MitID password together with your MitID code display, MitID audio code reader or MitID chip or save your MitID password on the same device, where the MitID app is installed;
- must not write your MitID password on your MitID code display, MitID audio code reader and MitID chip;
- may only install your MitID app on devices that you control either privately or for business use;
- in addition, you must follow the instructions that your user organisation has issued.

## D.5 Safety in use

General rules for using MitID can be found in the security guide for MitID authenticators, which you can find at [MitID.dk](https://mitid.dk).

You need to make sure that

- your user ID and authenticator are only used by you in a secure and responsible manner and in accordance with these Terms and Conditions for dedicated MitID for business use;
- other individuals do not have the opportunity to read or otherwise gain insight into your MitID password or PIN code for the MitID app, when you enter these;
- you use MitID on a device, where the operating system, internet browser and other programs are continuously updated with the latest security updates.

You must continuously check that:

- you have not lost your MitID code reader, MitID audio code reader, MitID chip or devices, with your MitID app is installed;
- MitID has not been misused, e.g., by logging into the MitID Erhverv solution

## D.6 Administration of your user profile in MitID Erhverv and selected authenticators

Administration of your user profile and authenticators can be handled by yourself or a user administrator in MitID Erhverv.

You can check the event log of to see your usage of your dedicated MitID and the digital services you have been logged in to. In this way, you can continuously check that your dedicated MitID has only been used with digital services, you have visited.

## D.7 Suspension and Blocking of dedicated MitID

Suspension is a temporary state that can be reopened, whereas blocking is a permanent state similar to decommissioning.

### D.7.1 Duty to suspend or block dedicated MitID

You must immediately via MitID Erhverv, user administrator or via MitID Erhverv support:

- suspend your dedicated MitID Business user ID (username), if you suspect that it has been misused or compromised;
- block your dedicated MitID code reader, MitID audio code reader or MitID chip, if you have lost one or more of these;
- block your MitID app, if you have lost a device on which your MitID app is installed, or if you suspect that unauthorized persons have access to your MitID app or know your PIN code;

- change your dedicated MitID password, if you suspect that unauthorized persons have obtained or may have obtained knowledge of it, and if this cannot be done, block your MitID password;
- block your MitID code reader, MitID audio code reader or MitID chip, if the device is broken.

### D.7.2 Request for blocking

You can block your dedicated MitID in the following way:

- Via MitID Erhverv self-service and your user profile
- Via a User Administrator in MitID Erhverv
- Via MitID Erhverv support on phone +45 33980021

Further information about support can be accessed via [www.mitid-erhverv.dk/support](http://www.mitid-erhverv.dk/support).

When contacting MitID Erhverv support, you must state your MitID Erhverv user ID, your name and the name or CVR number of your user organisation, when you want to block your dedicated MitID.

A blocked dedicated MitID cannot be reopened. If your dedicated MitID is blocked, a user administrator will have to create a new one for you in the MitID Erhverv solution.

### D.7.3 Other cases of suspension and blocking

You should be aware that blocking or suspension will also occur in the following situations. Suspension is a temporary condition. Blocking or suspension can be done automatically by the MitID or MitID Erhverv solution.

- your dedicated MitID password is blocked, if suspicion or knowledge exist that others have gained knowledge of this;
- your dedicated MitID password is suspended for a shorter period, if the password is entered incorrectly number of times. Your password will be blocked, if the password is entered incorrectly again a certain number of times after the suspension is lifted;
- your MitID app is blocked, if suspicion or knowledge exist that others know the PIN code for your MitID app;
- your MitID app is blocked if there suspicion or certainty exist that the device you are using has been compromised;
- your MitID app is suspended, if there suspicion or certainty exist that the device you are using has significant security gaps;
- your dedicated MitID is blocked, if it is known that you have not complied with the Terms and Conditions for MitID Erhverv;

- your dedicated MitID is suspended, if it is suspected that your dedicated MitID has been misused or compromised;
- your dedicated MitID is suspended upon the introduction of new Terms and Conditions for dedicated MitID, until you have accepted these;
- your MitID Erhverv identity and associated dedicated authenticators are blocked, if it is announced from the CPR register that you have passed away;
- your MitID Erhverv identity and associated authenticators are blocked, if your association with the User Organisation is terminated;
- your MitID Erhverv identity and associated dedicated authenticators may be suspended or blocked based on updates on the user organisation's business status from the CVR register

You can contact your user administrator in MitID Erhverv or read more at [www.mitid-erhverv.dk](http://www.mitid-erhverv.dk).

## D.8 Processing of personal data

You can read about what information the Danish Agency for Digital Government collects, stores and processes about you in connection with the issuance and administration of MitID in the Privacy Policy here: [www.MitID.dk/juridisk/privatlivspolitik/](http://www.MitID.dk/juridisk/privatlivspolitik/).

You must, among other things, be aware that personal data about you is passed on to the service you use. You must also be aware that information about e.g., your name and company affiliation are part of the identity in MitID Erhverv, to which the dedicated authenticator is associated, and are therefore also passed on to the digital self-service solutions that you choose to log in to with the dedicated MitID. Which information is passed on depends on the specific authorization for processing which the self-service solution possesses.

### D.8.1 Data responsibility

The Danish Agency for Digital Government is data controller for your personal data, which is processed in the MitID solution and MitID Erhverv. Nets DanID A/S is the data processor for the Danish Agency for Digital Government. If Nets DanID A/S uses a subcontractor who processes your personal data, then the subcontractor becomes a subprocessor of your personal data.

The processing of your personal data is subject to the data protection rules found in the Data Protection Regulation and the Data Protection Act, which you can find by following this link: <https://www.retsinformation.dk/eli/lta/2018/502>.

## D.9 Changing the rules for using dedicated MitID

The Danish Agency for Digital Government has the right to change the rules in accordance with the agreement between the Danish Agency for Digital Government and your user organisation. You will be asked to accept updated terms and conditions, the first time you use your dedicated MitID after a terms and conditions update.

## E. Support and additional information about MitID

### E.1 Support

Your user organisation is responsible for providing support.

First, contact your user administrator in the user organisation, for which the dedicated authenticator was issued.

If you experience problems using a particular service, please contact it. Finally, for general technical problems related to dedicated MitID, you can contact MitID Erhverv support on phone +45 33980020 or via contact form <http://www.mitid-erhverv.dk/kontakt>.

### E.2 Additional information about dedicated MitID

For additional information about dedicated MitID, contact the Danish Agency for Digital Government. You can also read more at [MitID-erhverv.dk](http://MitID-erhverv.dk).