



Terms and Conditions

QES Services

1. Introduction, parties and scope

1.1 These Terms and Conditions (the "**Terms**") govern the provision and use of the qualified electronic signature services ("**QES**" and "**QES Services**" respectively) offered by Fourthline Trust Services AB ("**Fourthline Trust Services**", "**we**", "**us**" or "**our**") to you as a subscriber ("**Subscriber**", "**you**" or "**your**"). QES Services enable the creation of electronic signatures that, under the eIDAS Regulation, have the same legal effect as a handwritten signature and secure identification of the signer.

1.2 Fourthline Trust Services, belonging to the Fourthline Group, is a Qualified Trust Service Provider (QTSP) under Regulation (EU) No 910/2014, as updated by Regulation (EU) 2024/1183 which sets the EU-wide framework for electronic identification and trust services ("**eIDAS**"). Fourthline Trust Services is listed as a QTSP on the EU trusted list, as well as the Swedish Trusted List, maintained by the Swedish Post and Telecom Authority (Sw. *Post- och telestyrelsen*) ("**PTS**") as set out below. PTS is the applicable supervisory body.

- EU Trusted List: <https://esignature.ec.europa.eu/efda/tl-browser/>
- Swedish Trusted List (PTS): <https://pts.se/internet-och-telefoni/betrodda-tjanster/Kvalificerade-tillhandahallare/>

1.3 In order to provide the QES Services, we need to enter into a contractual relationship with you. By accepting these Terms, you enter into an agreement with Fourthline Trust Services (the "**Agreement**") for the use of the QES Services. The Agreement governs how we provide, and you may use, the QES Services. Please read them carefully so that you understand your rights and obligations. Nothing in the Agreement shall limit any rights you may have as a consumer under mandatory law, including, where applicable, Swedish consumer protection legislation.

1.4 The Agreement applies exclusively to the QES Services and does not govern any underlying relationship you may have with any third party including another Fourthline group entity, or with any entity using our services or those of the Fourthline group and requesting your signature (the "**Business Partner**").

2. Legal and regulatory frameworks

The QES Services are provided, in addition to eIDAS, in accordance with Swedish supplementary legislation, specifically:

- The Act 2016 with supplementary provisions to the EU Regulation on electronic identification (Sw. [lag \(2016:561\) med kompletterande bestämmelser till EU:s förordning om elektronisk identifiering](#)); and
- The Ordinance 2016 with supplementary provisions to the EU Regulation on electronic identification (Sw. [förordning \(2016:576\) med kompletterande bestämmelser till EU:s förordning om elektronisk identifiering](#)) which designates PTS as supervisory authority and assigns PTS to maintaining the Swedish Trusted List in line with Article 22 eIDAS.

3. Contractual documentation

- 3.1 The documents creating the contractual relationship between you and Fourthline Trust Services consist of:
- a. the Agreement; and
 - b. the applicable Certificate Policy / Certificate Practice Statement ("CP/CPS").
- 3.2 The CP/CPS form an integral part of the Agreement and describe the technical, organisational and security measures governing the QES Services.
- 3.3 In the event of any inconsistency between the Agreement and the CP/CPS, the Agreement shall prevail, except with respect to technical requirements, for which the CP/CPS shall prevail.

4. Description of QES Services and QTSP role

- 4.1 Fourthline Trust Services shall provide you with the QES Services in accordance with the CP/CPS and applicable trust service legislation.
- 4.2 Fourthline Trust Services does not itself perform identity verification. Identity verification required for the issuance of a qualified electronic certificate shall be carried out by another Fourthline group entity (i.e. Fourthline B.V. or Fourthline Payments B.V.) acting as a registration authority under its own arrangements and documentation. Fourthline Trust Services relies on the outcome of such identity verification as an attestation from an appropriate and authorised source in accordance with applicable trust service legislation.

5. Legal effect of a QES

- 5.1 By wilfully accepting the Agreement, or otherwise continuing to use the QES Services provided to you by Fourthline Trust Services after being presented with the Agreement, you acknowledge and agree that:
- a. a QES created using the QES Services has the same legal effect as a handwritten signature pursuant to Article 25(2) eIDAS;

- b. applying a QES may create legally binding obligations; and
- c. you are solely responsible for deciding whether to sign a document.

5.2 Fourthline Trust Services shall not verify, control, or assume any responsibility for:

- a. the content of the documents signed by you;
- b. the legality, validity, or enforceability of such documents; or
- c. the legal consequences arising from the execution of such documents.

6. Issuance, validity and permitted use of certificates

6.1 You acknowledge and confirm that the information contained in the qualified electronic certificate issued to you is correct at the time of issuance.

6.2 Fourthline Trust Services shall issue qualified electronic certificates solely for the purpose of enabling you to create a QES in accordance with the Agreement, the CP/CPS, and applicable law.

6.3 The validity period of a qualified electronic certificate shall be limited to 24 hours.

6.4 You agree to use the qualified electronic certificate:

- a. personally and exclusively;
- b. only for lawful purposes; and
- c. strictly in accordance with the Agreement and the CP/CPS.

7. Subscriber obligations and allocation of risk

7.1 You agree to provide accurate, complete, and up-to-date information in connection with the issuance of the qualified electronic certificate.

7.2 You undertake to:

- a. use the QES Services with due care and diligence;
- b. ensure that signature creation means, authentication tools, or devices are protected from unauthorised use; and
- c. not allow any third party to use your QES.

7.3 You must use the certificate and QES functionality personally and exclusively. You may not share, transfer or allow others to use your signing means or credentials.

- 7.4 You acknowledge that any QES created using your certificate is attributable to you. You are solely responsible for the document signed by using the QES Services provided by Fourthline Trust Services.
- 7.5 You must promptly inform us if you suspect a third party may have accessed your certificate or authentication mechanism, or the certificate in other ways has been compromised.
- 7.6 Where the trust service practices require the use of a secure cryptographic device for the creation of a QES, you agree to the use of such secure cryptographic device;
- 7.7 You acknowledge and accept that Fourthline Trust Services will retain records and identification evidence relating to your identification process and the issuance and lifecycle management of your qualified electronic certificate, and that, where required under applicable law or the CP/CPS, information relating to your qualified electronic certificate may be published for validation purposes.
8. **Relying party notification**
- 8.1 A QES created using the QES Services may be relied upon by third parties receiving a signed document (each a **"Relying Party"**), such as the Business Partner with whom you enter into a legal relationship.
- 8.2 Relying Parties may validate a QES using standard electronic signature validation processes. Such validation typically includes verification of:
- a. the integrity of the signed data;
 - b. the qualified electronic certificate used to create the signature;
 - c. the status and validity of the certificate at the time of signature creation; and
 - d. the qualified trust service provider status of Fourthline Trust Services, as indicated in the European Union Trusted List.
- 8.3 The qualified electronic certificates issued by Fourthline Trust Services are short-lived. As a result, validation of a QES does not require checking certificate revocation information as the validity of the certificate is assured for its limited lifetime. Fourthline Trust Services shall nevertheless publish certificate revocation information in accordance with applicable trust service requirements.
9. **Fees**
- 9.1 You do not pay any fees associated with the QES services. Any fees shall be borne by the relevant Business Partner or any other third party.
10. **Limitation of liability**

- 10.1 Subject to article 10.3, to the extent permitted by applicable law, if and to the extent you incur damages as a direct result of an imputable failure by Fourthline Trust Services to comply with its obligations under the Agreement formed pursuant thereto, Fourthline Trust Services' total aggregate liability shall be limited to compensation for your proven direct damages up to a maximum amount of EUR 500.
- 10.2 Subject to article 10.3, to the maximum extent permitted by applicable law, Fourthline Trust Services shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of data, loss of profits, loss of business, loss of revenue, or loss of goodwill, arising out of or in connection with the Agreement, regardless of the legal basis of the claim.
- 10.3 Nothing in the Agreement shall exclude or limit Fourthline Trust Services' liability to the extent that such liability arises from:
- a. intentional misconduct or negligence on the part of Fourthline Trust Services; or
 - b. any other circumstance where liability cannot lawfully be excluded or limited under applicable law.
- 10.4 You acknowledge and agree that Fourthline Trust Services acts solely as a provider of the QES Services and does not act on behalf of, nor assume any responsibility for, any other Fourthline group entity, Business Partner or other third party. Accordingly, Fourthline Trust Services shall not be liable for any claim, loss, or damage arising out of or in connection with any act or omission of another Fourthline group entity, Business Partner or other third party, including (without limitation) any decision to accept or reject you as a client, counterparty, or customer, for whatever reason.
- 10.5 To the extent permitted by applicable law, you shall indemnify and hold harmless Fourthline Trust Services from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to:
- a. your breach of the Agreement;
 - b. your misuse of the QES Services; or
 - c. any information provided by you in connection with the use of the QES Services that is incorrect, incomplete, or misleading, to the extent such information is within your control.
- 10.6 Fourthline Trust Services shall not be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay is caused by an event beyond its reasonable control, including but not limited to floods, extreme weather conditions, earthquakes, fire, war, insurrection, riots, labour disputes, governmental actions, pandemics or epidemics events, failures of

suppliers or subcontractors, communications or internet failures, power outages, or equipment or software malfunctions.

11. **Personal data processing and retention**

- 11.1 You acknowledge and agree that, in accordance with applicable trust service legislation, records and evidence relating to the identification process and the issuance and management of qualified electronic certificates, including publication of certificate information where required, are retained by Fourthline Trust Services for the purposes of compliance, evidentiary value, and service continuity.
- 11.2 Fourthline Trust Services shall process and retain (personal) data in accordance with its Privacy Statement QES Services as presented to you.

12. **Term and termination**

- 12.1 The Agreement remains in force for the duration of the qualified electronic certificate, unless terminated earlier in accordance with the Agreement or the CP/CPS. Termination of the Agreement may result in suspension or revocation of the qualified electronic certificate in accordance with the CP/CPS.
- 12.2 We may terminate the Agreement with immediate effect, without becoming liable and with no notice of default being required if:
 - a. you have materially breached the terms of the Agreement; or
 - b. applicable law requires or permits us to discontinue our relationship with you.
- 12.3 Any provisions which by their nature or purpose are intended to survive termination or expiry shall survive, including, without limitation, provisions relating to limitation of liability, indemnification, personal data processing, data retention, and governing law and jurisdiction.

13. **Governing law and jurisdiction**

- 13.1 The Agreement is governed by and interpreted in accordance with the laws of Sweden. If mandatory applicable law dictates the application of a different governing law system, then the Terms and Agreement will be interpreted as much as possible in accordance with principles of Swedish law. Any dispute in relation to the Agreement shall be brought exclusively before the court of Stockholm, Sweden, unless rules of mandatory law prescribe otherwise.

14. **Contact and complaints**

- 14.1 If you have a complaint relating to the QES Services, you may submit it by contacting us using the contact details set out below. Complaints may be submitted electronically and should include sufficient information to allow us to

assess and handle the complaint. We will handle complaints in a timely and appropriate manner in accordance with applicable trust service legislation.

14.2 If you are not satisfied with the outcome of a complaint, you have the right to escalate the matter to the competent supervisory authority in accordance with applicable law.

14.3 You may contact us by reaching out to:

Fourthline Trust Services AB
Östermalmstorg 1
114 42 Stockholm

Email: info@fourthline.com