



## ID06 AB - GENERAL TERMS AND CONDITIONS

These Terms and Conditions apply to: (i) holding and using an ID06 card, and (ii) registering and using an ID06 account. The Terms and Conditions govern the relationship between ID06 and you as the holder or prospective holder of an ID06 card and an ID06 account.

After Your Employer has registered data about you in connection with ordering an ID06 card, we give you the opportunity to register an ID06 account, which you can use to confirm the data and activate the ID06 card. In order for the Card Company to issue an ID06 card, and for you to have the opportunity to register an ID06 account, you must first accept these Terms and Conditions. By accepting these Terms and Conditions, you enter into an agreement with ID06 in accordance with these Terms and Conditions (the **"Agreement"**).

### 1. DEFINITIONS

In these Terms and Conditions, the following terms shall have the following meanings:

**"Agreement"** has the meaning set out in the Introduction;

**"Card Company"** means a supplier who supplies ID06 cards;

**"ID06"** means ID06 AB, company registration number 559052-2040;

**"ID06 account"** means the personal account in the ID06 system where you can log in to confirm your data for the ID06 card, activate your ID06 card, and access the data about you stored in the ID06 system;

**"ID06 card"** means the physical cards, or their mobile equivalents, used in the ID06 system;

**"ID06 system"** means the authorisation and information system developed by ID06 to combat undeclared work and other financial crime and to promote healthy competition in the labour market;

**"Terms and Conditions"** means these General Terms and Conditions; and

**"Your Employer"** means the company, government agency, association or other organisation who pays the required income tax and national insurance contributions for the employee, or who, pursuant to an agreement with ID06, is

otherwise entitled to issue an ID06 card for the employee.

### 2. ID06 ACCOUNT

2.1 You can log in to your ID06 account via the ID06 website. When logged in, you can access information about the ID06 card, your use of the ID06 card and other data about you stored in the ID06 system.

2.2 Your ID06 account is personal to you and cannot be transferred to another person. You are the only person entitled to use your ID06 account. You are responsible for all activities that take place through the ID06 account and for protecting the data so that unauthorised persons are not able to access them. You are also responsible for ensuring that all information provided upon registering and on any subsequent occasion is true, accurate, up to date and complete.

2.3 ID06 reserves the right to immediately close down your ID06 account in event of a breach of these Terms and Conditions or misuse of your ID06 account.

2.4 Your ID06 account contains content that is owned or licensed by ID06. The content is protected by laws relating to copyright, trademarks, patents and trade secrets, etc., and, as regards the relationship between you and ID06, ID06 owns and retains all rights to the content and your ID06 account. You may not remove, modify or conceal information about copyright, trademarks, service marks or



other proprietary rights. Furthermore, you may not reproduce, modify, adapt, base work on, produce, display, publish, distribute, transfer, transmit, sell, licence or otherwise exploit the content.

2.5 When your ID06 account is terminated, your right to use the content in the ID06 account, or any other rights associated with holding an ID06 account pursuant to these Terms and Conditions also terminates.

2.6 Whereas it is ID06's intention that your ID06 account shall be available to the greatest extent possible, your ID06 account may be temporarily unavailable due, for example, to scheduled maintenance or updates, repairs or faults in telecommunication links or equipment. ID06 does not accept any liability for changes or interruptions to your ID06 account or loss of content.

### **3. ID06 CARD**

3.1 The aim of the ID06 card is to secure your identity and the employment relationship between yourself and Your Employer. Your ID06 card is used for identification and access control purposes, for example when entering workplaces using the ID06 system, and for registering purchases of goods and services.

3.2 Your ID06 card is issued by a Card Company on your behalf. The ID06 card is issued subsequent to receipt of the card application from Your Employer, and after you have confirmed your data and identity via your ID06 account by electronic identification or by validation of your passport or ID card.

3.3 You activate your ID06 card via your ID06 account.

3.4 Your ID06 card comes with a personal PIN code which must not be disclosed to anyone else. You are also required to take appropriate measures to ensure that the PIN code is not distributed to others.

3.5 Your ID06 card is personal to you and may not be used by anyone other than yourself. Furthermore, you must not give your ID06 card to anyone else, even if you believe that the risk of it resulting in unauthorised use of your ID06 card is low. Nor may your ID06 card be otherwise manipulated or modified.

3.6 To hold and use an ID06 card, you must have all permits, including work and residence permits, required by law to work in Sweden. Additionally, your ID06 card must not otherwise be used in contravention of the law.

### **4. PERIOD OF VALIDITY OF THE ID06 CARD**

4.1 Your ID06 card is valid until the end of the month printed on the card.

### **5. ID06'S RIGHT TO BLOCK YOUR CARD**

5.1 ID06 has the right to immediately block your ID06 card if:

- (a) secure use of your ID06 card is compromised, for example for technical reasons;
- (b) your ID06 card has been ordered on your behalf by a party who is not Your Employer, thereby giving a false impression of an employment relationship between that party and yourself;
- (c) you misuse, modify, erroneously use or lend your ID06 card;
- (d) your ID06 card has been issued on the basis of erroneous data; or
- (e) the Agreement no longer applies.

### **6. PERSONAL DATA**

6.1 ID06 processes personal data about you when issuing your ID06 card and in order to fulfil its



obligations under this Agreement. Information about what personal data are processed, how personal data are used and your rights in relation to personal data is available on <https://id06.se/gdpr-avtal/>

## 7. NOTIFICATION OF FAULTS, ETC.

7.1 Any faults or deficiencies in ID06's services pursuant to these Terms and Conditions shall be notified to ID06. Such notification shall be made within a reasonable time after discovering the fault, but no later than two (2) months after the fault or deficiency arose.

7.2 If you have a complaint regarding the functionality of your ID06 card, please contact Your Employer who can report the fault to the Card Company that issued the card.

## 8. LIABILITY AND LIMITATION OF LIABILITY

8.1 Compensation for damages which may arise in relation to these Terms and Conditions, and for which ID06 can be held liable, shall only be compensated by ID06 to the extent ID06 has not acted with normal care.

8.2 ID06's liability is, unless the damages are caused by gross negligence or intent, or otherwise subject to mandatory law, limited to direct damages and thus does not cover indirect damages such as consequential loss or loss of profit. Moreover, ID06 shall not be liable for damages related to legal enactments, government actions, acts of war, strike, lockout, boycotts and blockades or other similar circumstances outside ID06's control.

8.3 ID06 is not liable for damages that arises due to defective functionality of your ID06 card. Such liability shall instead be exercised against the Card Company.

## 9. AGREEMENT PERIOD AND TERMINATION

9.1 This Agreement applies until further notice.

9.2 ID06 is entitled to terminate the Agreement with immediate effect, withdraw your ID06 card and terminate your ID06 account if you:

- (a) provide erroneous data when your ID06 card is issued or when registering your ID06 account;
- (b) do not have permission to work in Sweden in accordance with Clause 3.6 or otherwise use your card in contravention of legislation; or
- (c) otherwise materially breach your obligations under the Terms and Conditions.

## 10. CHANGES TO THE TERMS AND CONDITIONS

10.1 ID06 is entitled to change these Terms and Conditions without obtaining your prior consent. Such changes enter into force thirty (30) days after the changes are published on [www.ID06.se](http://www.ID06.se). The Terms and Conditions applicable from time to time are published on <https://id06.se/gdpr-avtal/>.

## 11. NOTIFICATIONS

### 11.1 Notifications from ID06

ID06 issues personal notifications to you via e-mail, text or letter sent to your address in the civil registry.

### 11.2 Notifications to ID06

You can submit notifications to ID06 concerning these Terms and Conditions via [support@id06.se](mailto:support@id06.se)

If you lose your ID06 card, you must block the card immediately via [www.id06.se](http://www.id06.se). When your card has been blocked, you can order a new ID06 card via Your Employer, provided that you did not misuse your previous ID06 card.



ID06

Version 1-2018 (issued 2018-08-20)

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If you suspect that your ID06 card has been misused, you must immediately notify [support@id06.se](mailto:support@id06.se)

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

12.1 This Agreement is governed by Swedish law. Disputes shall be resolved in general courts.

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