

# ING Public Key Infrastructure

## Terms and Conditions ING I-Identity Card

Version 5.4 - November 2015

### 1. General

These Terms & Conditions are applicable to all applications for and/or use of ING I-Identity Cards issued by the ING Corporate PKI.

In addition to the above, the ING PKI Customer Certificate Policy (CCP) and the ING PKI Certificate Practice Statement (CPS) shall apply. Users of an ING I-Identity Card are expected to have knowledge of the contents of these documents. ING will supply these documents when an application is made for an ING I-Identity Card and can also be found at [www.ing.com/identitycard](http://www.ing.com/identitycard) and/or applied for at the ING PKI Service Centre (see the information sheet on the second page of these Terms & Conditions).

ING Bank N.V. acts as the supplier of the ING I-Identity Card.

To clarify the position of the ING Corporate PKI, this text uses the term 'ING Corporate PKI' where, from a legal point of view, ING Bank N.V. is meant in its capacity as supplier of the ING Corporate PKI.

### 2. Target audience and use

ING I-Identity Cards are exclusively intended to be used for the purpose of authentication, signing and (data) security during electronic communication with ING Business Units.

### 3. Restrictions

The use of the ING I-Identity Card is restricted to the purpose for which the card was requested. Acquisition of a card in no way implies the direct or indirect acquisition of any power of attorney from ING.

Any use of an ING I-Identity Card other than as described above is prohibited.

Any such use shall not result in any commitment or liability of ING Corporate PKI.

### 4. Related documents

The ING PKI Glossary, the ING PKI Customer Certificate Policy (CCP), the ING PKI Certificate Practice Statement (CPS) and the ING PKI Privacy Statement make an integrated whole with these Terms & Conditions.

The ING PKI Service Centre reserves the right to change these documents according to the procedure laid down in the ING PKI CPS.

#### **4.1. Document hierarchy**

In the event of inconsistency between the documents, the following ranking shall apply:

1. ING PKI Terms & Conditions ING I-Dentity Card
2. ING PKI Glossary
3. ING PKI Customer Certificate Policy
4. ING PKI Certificate Practice Statement
5. ING PKI Privacy Statement.

### **5. Obligations**

#### **5.1. ING Corporate PKI**

The ING Corporate PKI shall:

1. manage the personal data of the applicant/user of an ING I-Dentity Card in confidence in accordance with the applicable legislation and shall store the data in compliance with the terms as determined in the applicable legislation
2. manage the event logs in accordance with the applicable legislation and shall store the event logs in compliance with the terms as determined in the applicable legislation.

#### **5.2. Applicant/user**

Every applicant/user of an ING I-Dentity Card shall:

1. provide the ING Corporate PKI with accurate and complete information only, in all actions relating to the ING I-Dentity Card
2. act in accordance with the obligations, procedures and rules as laid down in the ING PKI Customer Certificate Policy and the ING PKI Certificate Practice Statement
3. use the reader and software as supplied by the ING Business Unit and via these use the ING I-Dentity Card when using the ING Business Unit application
4. only use the ING I-Dentity Card when they are valid and have not – insofar as he/she reasonably can be expected to know – been revoked
5. immediately inform the issuer in the event of (any suspicion of) abuse or loss of the ING I-Dentity Card and/or the accompanying PIN, so the ING I-Dentity Card can be revoked
6. immediately inform the issuer of any changes to the data (that were) relevant to the application for the ING I-Dentity Card
7. use, manage and store the ING I-Dentity Card and the PIN supplied in a careful, responsible and reliable manner, which includes the obligation to keep the

PIN secret, so that unauthorised use of the ING I-Dentity Card can in all reasonableness be ruled out

8. perform no actions which endangers the confidentiality or continuity of the ING Corporate PKI, ING Business Units or ING Group.

### **5.3. Trusting Third Party**

Any party wishing to put trust in ING I-Dentity Card shall:

1. check the ING I-Dentity Card in order to validate if the ING I-Dentity Card has actually been issued by ING Corporate PKI
2. check the ING I-Dentity Card in order to verify the validity with regard to date of issue and expiry date
3. check the ING I-Dentity Card in order to verify the validity with regard to suspension and/or revocation (see §6).

### **6. Validation ING I-Dentity Card**

Validation of the ING I-Dentity Card is done via CRL (Certificate Revocation List) checking. The physical location of the CRL belonging to the ING I-Dentity Card is published in the chip on the card.

### **7. Liability**

ING Bank N.V. shall only be liable for direct damage. ING Bank N.V. shall not be liable for any indirect (financial) damage or consequential (financial) damage as a result of the use of the ING Corporate PKI. This includes damage caused by late delivery, loss of profits or income, lost savings, loss of or damage to (corporate) data and/or damage resulting from business stagnation by ING Business Units and/or ING Customers. In no event shall the aggregate and cumulative liability of ING Bank N.V. exceed the sum of € 1,000,000 (one million euros) per occurrence whereby related occurrences will be treated as one single occurrence.

ING Bank N.V. shall not be liable for the content of any communication and/or transaction initiated by ING Business Units, ING Customers and/or any other party, nor for any damages as a result of the use of ING I-Dentity Card not covered by these Terms & Conditions, the related Policy and/or CPS.

ING Bank N.V. shall not be liable for the loss of data, including certificates, or for the unavailability of the ING Corporate PKI as a result of a malfunction or calamity in the functioning of telecommunication companies and/or data communication facilities, regardless of the way in which the transmission is established.

## **8. Applicable law**

Dutch law is applicable to the ING Corporate PKI and related documents.

## **9. Disputes**

Disputes relating to the ING Corporate PKI will be referred to the competent court in Amsterdam, without reservation of the parties' right to lodge an appeal and/or appeal to the court of cassation.

## **10. Quality Level Standard**

The ING Corporate PKI is based on the ETSI 102.042 standard. More information on ETSI can be found at [www.etsi.org](http://www.etsi.org).

## **More information**

For more information please visit [www.ing.com/pki](http://www.ing.com/pki) or mail to [pki@ing.com](mailto:pki@ing.com).