

# SWAMID Metadata Terms of Access and Use

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 The original and legally binding version of this document can be found at <https://md.swamid.se/md/swamid-tou-sv.txt>. An English translation can be found at <https://md.swamid.se/md/swamid-tou-en.txt>. The English translation is provided as a convenience. The Swedish original constitutes the legally binding version of this document.

### IMPORTANT NOTICE: READ CAREFULLY

You are reading this because You wish to use the technical information (the “Metadata”) published on behalf of the Registrars. These Terms of Access and Use (these “Terms”) govern the use of the Metadata. By accessing or using the Metadata You accept that the access and use will be on and subject to these Terms. These Terms will be binding and enforceable on You as contractual obligations. If You do not accept these Terms, then You must not continue to use this Metadata.

## Definitions

In these Terms:

- “Registration Practice Statement” means a documented set of procedures governing the operation of a Metadata Registrar;
- “Registrar” means the organisation that publishes Metadata under a Registration Practice Statement;
- “Registrant” means the organisation controlling an entity described by the Metadata;
- “Signer” means the organisation whose digital signature is attached to the Metadata;
- “You” means the organisation or user using the Metadata.

## Permitted Use

You may only use the Metadata as follows:

- Installation onto your own IT systems for the purpose of establishing trusted communications between your systems and those of the Registrant by means of standard middleware protocols.
- Any and all rights including intellectual property rights to the Metadata shall remain owned by the Registrar, the Registrants or the Signer.

## Compliance with applicable legislation

You are obliged to ensure that You hold all necessary licenses, permits and rights and that You comply with any and all applicable laws in connection with the use of the Metadata.

## Termination

In the event of any breach of these Terms, You are legally bound, at the request of the Signer to stop using the Metadata and delete the Metadata from your systems.

## Liability

Your use of the Metadata is entirely at your own risk. Nothing in these Terms creates any liability on the part of the Registrars, the Registrants and the Signer. Neither the Registrar nor the Signer is under any obligation to inform You of any changes to the Metadata or if a Registrant ceases to be subject to the Registration Practice Statement.

## Other agreements

If You have a direct agreement with the Signer, that agreement shall take precedence over these Terms. In any other case, the provisions of these Terms shall take precedence.

## Governing law and jurisdiction

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the legislation of Sweden. The courts of Sweden will have

exclusive jurisdiction over any such dispute or claim.