

Terms and Conditions of Navarra ID

1.- GENERAL

These Terms and Conditions (the “**T&C**”) govern the relationship between you (the “**User**”) and the Department of Social Rights, Social Economy, and Employment of the Government of Navarra (the “**Department**”) and are intended to establish the conditions of use for the wallet service (the “**Servicio**”) provided through its software application (the “**Application**”, “**App**” or “**Wallet**”).

Acceptance of these T&C shall be deemed to occur when the User clicks the corresponding button displayed in the Application. The terms shall always be accessible to the User through the App.

For any incidents, doubts, or queries related to the Service, the User may contact the Department at the following email address navarraid@navarra.es.

2.- ABOUT THE SERVICE

The Department thanks Users for their participation in the Service. The main purpose of the Service is to provide the User with an alternative means of identification and access to the Department’s services.

As stated above, the Service is an Application. Consequently, it may experience interruptions due to reasons either within or beyond the Department’s control, and some options or functionalities may be modified (or even removed).

For the Application to function after installation, the User must complete all stages of the validation process and grant the Application access to certain information about their device (e.g., operating system, location, etc.) and functionalities (e.g., camera, etc.). The necessary permissions and authorizations will be requested through the device’s screen, and the User may modify them at any time; however, doing so may cause the Application to stop working.

3.- LA APPLICATION

To ensure greater accuracy and security, the User’s identity verification process is carried out through several phases and pieces of evidence, all of which must be completed. However, please note that certain operations and data processing activities are performed while the User is undergoing the verification, without

waiting for its completion. Some of these operations are carried out on the User's device, while others take place on external servers, always under the control of the Department.

In addition to the operations performed locally by the App on the device, at specific stages the collected information will be transmitted to the Department's servers or, where applicable, to those of its service providers, in order to proceed with the data processing. Such processing will be performed by the Department or its providers, as applicable, in accordance with the data protection policy described in the following section of these T&C.

4.- POLÍTICA DE PRIVACIDAD

The personal data you provide through your use of the Application will be processed in accordance with the following Privacy Policy. Mandatory fields will be marked with an asterisk, while the remaining ones will be voluntary.

Data Controller: Department of Social Rights, Social Economy, and Employment of the Government of Navarra (the "Department"). Address: Calle González Tablas, 7, 31005, Pamplona. Email: navarraid@navarra.es.

For matters related to the Data Protection Unit, you may contact: dpd@navarra.es.

Data processed:

- A valid identification document, and the data contained therein.
- The NavarraID credential, and the data contained therein.
- The selfie(s) submitted during the various processes.
- Any biometric references that may be generated to verify the User's identity.

Purpose of processing: The Application will capture one or more selfie photographs and one or more photographs of the identification document used in the process, as well as the data contained in it.

The Department will process this data for the following purposes:

Data Processed and Purpose	Legal Basis (GDPR)	Duration
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Access to the Service		
Identification Document: - Extraction of the document's data to carry out the identity verification process (photo, MRZ, and related data). - Verification of the document's validity, based on its expiration and built-in security features. - Generation of the credential. - Deletion from all Department systems, with the exception of the first name, last name, and document number.	Arts. 6.1.e), 6.1.a) y 9.2.a), RGPD: Explicit consent.	The data collected and/or generated through the Service <u>will be deleted</u> once the process is complete and the credential has been issued to the user, <u>with the exception</u> of the name, surname(s), and ID number used, which will be retained for as long as the User uses the Service. The reason for retaining this data is to keep a record of individuals who have an accredited credential and to be able to revoke it, if necessary.
Selfie Photo(s): - Identity verification by generating Biometric References (RBRs), used exclusively to verify the person's identity. - Generation of the credential. - Deletion from all Department systems.		



Selfie Video: - Liveness detection and verification of the User's voluntary participation. - Deletion from all Department systems.		
Biometric Data (sensitive data): Identity verification of the user. During the enrollment process, biometric references will be generated based on the selfie and the document photo, and compared against each other. For future identity verifications requiring biometric data, new references will be generated using a new selfie and the photo stored in the NavarraID credential. - Deletion from all Department systems.		
Credentials and Attributes		

Data contained in the Navarra ID credential: - Creation and delivery of the credential to the User's device. - Depending on the data required by the Department for each use of the NavarraID, the User may expressly consent or not to the communication of certain personal data. - The image stored in the credential may be used, with prior express consent and depending on the use case, to verify identity through biometric comparison. - Deletion from all Department systems, with the exception of the first name, last name, and document number.	Arts. 6.1.e), 6.1.a) y 9.2.a), RGPD: Explicit and informed consent.	NavarraID credential data will be stored only on the User's device, remaining under their control at all times, including for deletion.
Exercise of Rights		
If the User exercises any of their rights regarding personal data, the Department will use the data provided, as well as the necessary identification to access the Service, to evaluate and respond to the request.	Art. 6.1(c) GDPR: Compliance with a legal obligation of the Data Controller pursuant to Articles 15-22 GDPR and Articles 12-18 of	For as long as necessary to process the exercise of the User's rights communicated to the Data Controller.

	Spain's Organic Law 3/2018.	
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In pursuit of the above purposes, the Department guarantees that your personal data will never be accessible to third parties outside the Service, nor will it be processed outside Spanish territory.

Disclosures to third parties: Your personal data will not be shared with third parties, unless we are required to do so by law or you have given your prior consent.

In order to provide you with an adequate service and manage our relationship with you, below you will find a list by category of companies that process your data on behalf of the Department, as part of the services we have contracted them to provide, and which may have occasional access to some of your personal data.

We also inform you that there will be no international data transfers under any circumstances.

Categories of data processors with access to personal data:

- Cloud hosting and processing services.
- Electronic archiving services.
- Electronic certification services.
- Backup services.
- Biometric identity verification services.
- Other IT-related services.

Location of the Controller's and Processors' Service Provision: Spain.

Exercise of Rights: You may exercise your rights of access, rectification, erasure, and portability regarding your personal data collected for processing. Likewise, under certain circumstances, you have the right to request the restriction of or object to the processing of your data, in which case the Data Controller will cease processing such data and will only retain it where there is a regulatory obligation to do so or until the expiration of any legal claims that may arise. For any inquiries or to exercise your rights, you can contact us by identifying yourself and filling out the form corresponding to the Department of Social Rights, Social Economy, and Employment, which can be found at the following [link](#), or by any of the means

of contact indicated at the top of this data protection policy. You can also contact our data protection officer at the following email address: dpd@navarra.es.

Finally, you may lodge a complaint with the relevant supervisory authority, for example, in the country where you habitually reside, work, or where you believe an infringement has occurred. For your information, in Spain, the competent Supervisory Authority is the [Spanish Data Protection Agency](#) (Agencia Española de Protección de Datos), where you may exercise your rights using the forms provided on its [official website](#).

Responsibility: the Department undertakes to act with due diligence regarding the data processing activities for which it acts as Data Controller, using the data solely for the purposes authorized in these T&C.

For all matters not addressed herein, the provisions set out in Section 7 of these Terms and Conditions shall apply.

5.- INTELLECTUAL PROPERTY

All Intellectual and Industrial Property Rights over and related to the software contained in the Application are owned by the Department or its providers. By accessing or using the Service, the User does not acquire any ownership rights over the software or the Application.

Any adaptation made to the software or the App for the purpose of providing the Service to the User shall be considered part of the Intellectual Property Rights of Veridas or its providers.

6.- BREACH OF TERMS AND CONDITIONS

Participation in the Service is subject to compliance with these T&C. The Department reserves the right to suspend or terminate the Service in the following cases:

- Use of the Application or the Service for unauthorized purposes.
- Submission of third-party data without their consent. The User is solely responsible for ensuring that the data provided belongs to them or, otherwise, that the data subject has been informed and has consented, according to the Privacy Policy.
- Attempt to impersonate another User or someone not registered in the Service.

- Unauthorized modification of the Application.
- Attempt to decompile the Application, in whole or in part, or apply reverse engineering in any manner.

Violation of these terms may result in suspension or revocation of the User's NavarraID credential, without entitling the User to any compensation. The Department reserves the right to seek compensation for damages resulting from such violations.

7.- LIMITATION OF LIABILITY

NavarraID is only one of several means of identity verification used by the Department, and therefore the inability to access the Department's services through this means shall not imply any liability on the part of the Department. In this regard, you acknowledge that both the servers used and the Application that serves as the basis for accessing the Service may malfunction or become temporarily inoperative, thus affecting the authentication service offered through them.

On the other hand, it is the User's responsibility to ensure the accuracy of the information uploaded to the system, and they must confirm that the credential contains correct information.

For the Application to function, the device on which it operates must connect to the Department's or third-party servers via the Internet, which may entail a cost for the User. Under no circumstances will the Department assume any cost or responsibility for the operation or charges of the Internet connection and positioning services that may be necessary for the operation of the Application from the User's terminal on which it is executed, which will in all cases be at the expense and responsibility of the User.

The Department is not responsible for any data that the User may be storing on their device, such as images, attributes, or credentials, nor for the use made of or the destination of such data. You will be the sole owner of the personal data contained in the App (including those found in the Credential), and therefore the Department will not be liable for any loss of data or unauthorized access to the solution, except in cases of wilful misconduct or gross negligence on the part of the Department. Personal data processed and/or stored directly by the Department as the Data Controller will be processed in accordance with Clause 4, complying at all times with current data protection regulations.

8.- SUSPENSION OR TERMINATION OF THE SERVICE

The Department reserves the right to withdraw this Application at any time or to unilaterally suspend or terminate the Service, without prior notice and without generating any right to compensation in favor of the Users.

9- MODIFICATION OF THE TERMS

The Department reserves the right to modify the terms of use governing the Service. Any such modification must be accepted by the User to be valid. In any case, the Department may condition access to the Service or use of the Application on acceptance of the updated terms and conditions.

10- APPLICABLE LAW AND JURISDICTION

The law applicable to this Agreement and the Service shall be Spanish law. Any disputes arising from this Agreement shall be definitively resolved before the Courts and Tribunals of the city of Pamplona, in accordance with applicable legislation.