

Applied to:
OID 1.3.6.1.4.1.25017.6.1.1

TERMS and CONDITIONS
for the provision of
certification services for digital certificates

This deed is a contract under the provisions of Art. 1270 of the New Civil Code, and applies to the use of a qualified digital certificate.

Requesting a digital certificate through the Delegated Registration Authority implies acceptance of these Terms and Conditions for the provision of certification services, described below. The provision of certification services by Certsign shall be in accordance with the Certification Practice Statement of certSIGN CADef CA Certification Authority, which shall be considered an integral part of these Terms and Conditions.

CERTSIGN S.A., with the registered office in Bucharest, 107A, Șos. Olteniței, building C1, 1st floor, room 16, sector 4, registered with the Trade Register under the no. J2006000484402, with the tax identification code RO18288250, bank account with IBAN RO90BRDE410SV91167344100 opened with BRD Calderon Branch, bank account with IBAN RO89RZBR0000060007573036 opened with Raiffeisen Bank SMB, bank account with IBAN RO04BUCU1112231585020RON opened with Alpha Bank, bank account RO15 OTPV 1100 0015 2162 RO01 opened with OTP Bank Romania SA, S.M.B., duly represented by Mr. Adrian Floarea, as CEO, hereinafter referred to as the **Provider**.

And

Mr/Mrs¹ _____, country issuing the ID card _____, identified with the ID card serial no _____, issued on _____, by _____, valid to _____, CNP _____, e-mail² _____, hereinafter referred to as the **Subject**.

1. Definitions

„**Subscriber**” represents the natural person, who requests certSIGN to issue a qualified digital certificate through the Delegated Registration Authority;

„**CERTSIGN**” represents the company CERTSIGN S.A. with the registered office in Bucharest, sector 4, 107A Șos. Olteniței, Building C1, 1st Floor, room 16, registered with the Trade Register Office under no. J40/484/2006, CUI 18288250, a certification service provider under the conditions set out in Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market;

„**General conditions**” means this document, "Terms and conditions for the provision of certification services for qualified digital certificates under REGULATION (EU) No 910/2014”.

„**Certification services**” is the issuance, revocation, storage and verification of certificate status via http protocol using CRL and OCSP, chain of trust (hierarchy) verification, all in connection with qualified digital certificates issued by “certSIGN CADef CA” Certification authority.

„**Subject**” is the natural person, holder of the digital certificate. Since the Subject is also the person requesting the issuance of the digital certificate through the Delegated Registration Authority, he will also be the Subscriber.

„ **Qualified Electronic Signature Creation Device**” (QSCD) is an electronic signature creation device that meets the requirements set out in Annex II of Regulation (EU) 910/2014.

„**Certification Practice Statement of certSIGN CADef CA**” **Certification Authority (CPS)** is the set of practices and procedures governing the provision and use of certification services for qualified digital

¹ Data in the ID card is mandatory fields.

² Mandatory field. Fill in the e-mail address of the Subject that will appear in the certificate.

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certificates. The CPS is public and can be found at: <https://www.certsign.ro/en/document/certsign-cadef-ca-certification-practice-statement/>;

2. Subject Matter

These General Conditions set out the terms and conditions under which CERTSIGN provides certification services in accordance with the provisions of Regulation UE 910/2014.

The subject matter of this contract is the provision of certification services, i.e. the issuance of a qualified digital certificate with a validity period specified in the certificate application, but not exceeding 3 years.

3. Certificate profile

1) Last name	2) First name	5) Country	6) E-mail
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4. Service description

With the qualified electronic signature any document can be signed with legal value.

The QSCD device allows an unlimited number of electronic signatures to be applied to documents for the entire validity period of the digital certificate stored on it.

In order to use the Qualified Digital Certificate for secure qualified electronic signature the Subject must ensure that:

- the device (PC, laptop, etc.) used to create digital signatures with the QSCD device is permanently secured. To this end, please refer to the cybersecurity recommendations at www.certsign.ro/
- the QSCD device and its PIN are permanently under his control to ensure the protection of the private key (to prevent its compromise, modification and unauthorised use); it is not certSIGN's responsibility if the QSCD device is misappropriated, lost or accessed by another person during the validity period of the certificate.

5. Duration

These General Conditions shall enter into force upon signature by the Subject and shall be effective for the duration of the digital certificate validity.

6. Obligations of the Subject

- Comply with the provisions of these General Conditions available on the website <https://www.certsign.ro/en/document/certsign-cadef-ca-terms-and-conditions/> and the CPS;
- Provide the Delegated Registration Authority with correct data when registering the certificate application;
- Use the cryptographic devices and software applications recommended by CERTSIGN when generating their own keys;
- Generate key pairs only using a Qualified Electronic Signature Creation Device (QSCD) approved by CERTSIGN;
- Take the necessary measures to enable the appropriate generation (by the Subject, Delegated Registration Authority or CERTSIGN Certification Authority) and secure storage of the private key within a key pair (to prevent its loss, compromise, modification and unauthorised use);
- Use the digital certificate issued by the CERTSIGN CADef CA Certification Authority with:
 - OID 1.3.6.1.4.1.25017.6.1.1 for electronic signature with QSCD and key generated by Subject, in accordance with the areas of applicability and restrictions set by the CPS;
- Immediately request the CERTSIGN Delegated Registration Authority to revoke the certificate when he has lost the electronic signature creation data or when he has reason to believe that the electronic signature creation data has become known to an unauthorised third party;
- Request the CERTSIGN Delegated Registration Authority to revoke the certificate as soon as the essential information contained in the certificate no longer corresponds to reality;
- Acceptance of certificates. Upon receipt of a certificate, the Subject undertakes to verify its content, the accuracy of the data. If the certificate shows irregularities, mistakes or any other inconsistency with

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the data submitted for registration, the Subject will immediately refer the matter to the Delegated Registration Authority for revocation of the certificate. The certificate is considered accepted at the time of its handing over by the Delegated Registration Authority;

Acceptance of the certificate is a unilateral decision of the Subject, prior to its use in performing any cryptographic operation;

j. By signing these Terms and Conditions, the Subject understands and agrees that CERTSIGN shall publish the Certificate in the Certificate Repository immediately after issuing it;

k. By signing these General Terms and Conditions, the Subject understands and agrees that the certSIGN Delegated Registration Authority shall retain a copy of the Subject's identity document for the purpose of processing the information required solely for the issuance of the qualified digital certificate.

Any failure by the Subject to comply with its obligations will be considered a breach of the General Conditions.

7. Obligations of CERTSIGN

- a) Comply with the provisions of these General Conditions and the Code of Practice and Procedures;
- b) Provide certification products and services in relation to the information received.
- c) CERTSIGN will issue a qualified certificate only after identification of the Subject, exclusively on the basis of identity documents, validation of the application and information submitted by the Subject to the Delegated Registration Authority in accordance with the CPS.
- d) Issue the digital certificate within 5 (five) working days from the date of identification of the Subject by a representative of the Delegated Registration Authority and signature of these General Conditions;
- e) Ensure the security of its own IT systems used for the provision of certification services, using industry-recognised practices recommended by applicable standards;
- f) To revoke any certificate under the CPS. CERTSIGN will inform the Subject of the certificate revocation without delay, together with the reasons for its decision. CERTSIGN shall enter the certificate revocation in the Certificate Repository.
- g) Comply with the provisions of European Regulation 910/2014 in force, as well as national implementing legislation, in relation to the services provided;
- h) In case of compromise Certification Authority keys that issued the Subject certificate, CERTSIGN is bound to revoke the certificate(s) in accordance with the CPS.

8. Confidentiality. Processing of personal data

8.1. "Confidential Information" means any data and/or information, of whatever nature, disclosed directly and/or indirectly by the Subject to the Provider during the performance of these General Conditions, as well as data and/or information of which the Parties become aware and/or to which they have access during/as a result of the performance of these General Conditions, irrespective of the medium in/on which the data and/or information is contained/transmitted and irrespective of whether or not it is specified as confidential

8.2 CERTSIGN undertakes to use the Confidential Information only for the purpose of fulfilling the obligations undertaken by these General Conditions, to protect it and to keep it confidential.

8.3 CERTSIGN shall be exempt from liability for disclosure of confidential information if one or more of the following conditions are met:

- the information lawfully was known and without prohibition of disclosure before it was received from the Subject
- the information has been disclosed after the Subject's written consent to such disclosure has been obtained;
- CERTSIGN was legally bound to disclose the information.

8.4. CERTSIGN is a personal data controller. CERTSIGN processes personal data belonging to the Subject for the purpose of providing certification services in accordance with the provisions of REGULATION (EU) No 910/2014, EU Regulation 2016/679 on the protection of individuals with regard to the processing of

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personal data and on the free movement of such data ("GDPR") and other applicable provisions of Union or national law relating to data protection.

8.5 As a data subject, the Subject has the rights set out in Articles 13 - 22 of the GDPR.

8.6 In order to exercise his rights over his personal data, the Subject may contact the CERTSIGN Personal Data Protection Department at the following contact details:

- email: dpd@certsign.ro
- fax: (+4021)3119905.

8.7. Certificate data may be disclosed to third parties who base their conduct on the certification services provided by CERTSIGN (in relation to which the Subject uses the certificate), and if the third parties are public institutions, personal data from the identity document other than the certificate may also be disclosed for the purpose of proving certification. The data may also be disclosed to the recipients set out in the GDPR Information Notice.

8.8. Details about the processing of personal data by Certsign can be found in the GDPR Information Notice available at <https://www.certsign.ro/en/information-note-on-the-processing-of-personal-data/>.

9. Cessation of Applicability

9.1 These General Conditions shall cease to apply in the following situations: upon expiry of the certificate; upon revocation of the certificate; upon rejection of the application for a certificate; upon non-acceptance of the certificate by the Subject. In the event that the Subject breaches any of the provisions of the General Conditions or the CPS, termination shall occur within 30 days of receipt by the Subject of a notification sent by CERTSIGN of its breach, if such breach is not remedied within this period. If remediation is not possible, termination shall occur immediately upon notice.

9.2 Upon termination of the applicability of the General Conditions for the reasons set out in Article 7.1, CERTSIGN shall revoke the certificate within 24 hours..

9.3 After revocation of the certificate for any reason, the Subject will no longer be entitled to use it.

10. Liability and Exclusions

11.1 CERTSIGN's liability may be incurred under the conditions and within the limits set out in the applicable law and in these General Conditions.

11.2 CERTSIGN is not responsible for:

(a) damage caused by force majeure and/or Act of God. Force majeure means an unforeseeable and uncontrollable event occurring after the conclusion of the contract, such as fire, earthquake, any other natural disaster or war. Relatively unforeseeable and relatively insurmountable circumstances not of an extraordinary nature, such as strikes, legal restrictions or other such events, define the case of force majeure;

(b) damage caused by the installation and use of applications or devices used for the generation and management of cryptographic keys, encryption, creation of electronic signatures, which do not meet the conditions specified in the CPS,

(c) damage caused by improper use of issued certificates ("improper" means the use of a certificate that is revoked, expired or inconsistent with the stated purpose of the certificate), the storage of erroneous data in CERTSIGN's databases and their inclusion in digital certificates issued to the Subject, where the Subject has declared such data to be correct.

(d) submission by the Subject of false, inaccurate, incomplete or outdated data and information or false documents and identity papers.

The situations in (b), (c) and (d) above are the responsibility of the Subject.

(e) To the extent permitted by law, neither party shall be liable for consequential damages, lost profit or loss of business, customers or data.

(f) In any situation in which the Provider's liability is incurred, it shall be limited to a maximum of EUR 10,000 to cover the damage suffered.

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(g) CERTSIGN guarantees that certificates are issued in accordance with the relevant standards and with Regulation 910/2014 according to the list of qualified service providers which can be found at <https://eidas.ec.europa.eu/efda/trust-services/browse/eidas/tls>.

CERTSIGN cannot guarantee automatic validation on all operating systems or client applications if they do not check against the trusted list shown above or that the systems operate without interruption or error.

(g) In the event of termination of the contract for non-fulfilment of contractual obligations due to the fault of the Subject, CERTSIGN may revoke the digital certificate which is the subject of these General Conditions.

11. Guarantee of conformity

For the professional Subject

The provider offers a guarantee of conformity for the services purchased for the entire period of their provision. The guarantee period starts from the date of delivery of the digital certificate, i.e. from the date on which the Subscriber can access or use the digital certificate, even if he has not started using it. The warranty period offered is 12 months.

For the consumer Subject

The services covered by this contract comply with the compliance requirements set out in GEO 141/2021 on certain aspects of contracts for the provision of digital content and digital services.

Thus, the services meet the following compliance requirements:

- complies with the description, quantity and quality, including in terms of functionality, compatibility, interoperability, accessibility, continuity and security or any other characteristic provided for in these General Conditions or normal for services of the same type and which the consumer can reasonably expect;
- correspond to the purpose for which the consumer requests them, known and accepted by the Service Provider, as well as to the purposes for a normal use of digital services of the same type, taking into account, where applicable, legal provisions or applicable standards;
- are supplied with all the accessories, provided for in these General Conditions and which the consumer may reasonably expect;
- are provided with updates in accordance with these General Conditions and which the consumer can reasonably expect to have;
- are provided in the latest version available at the time of conclusion of these General Conditions;
- are in conformity throughout their period of performance.

However, CERTSIGN shall not be liable for non-compliance of the services with the above statements under the conditions set out in Article 7 para. (2), (4) and (6) of GEO 141/2021.

The consumer has the right to invoke the legal guarantee of conformity if a lack of conformity occurs within a period of one (1) year from the time of service. The Consumer shall cooperate with the Provider to the extent reasonably possible and necessary to determine whether the non-conformity was caused by the Consumer's digital environment.

The statutory guarantee of conformity shall entitle the consumer to have the service brought into conformity within a reasonable timeframe, not exceeding 15 calendar days from the date of the request, at no cost to and without major inconvenience to the consumer. The consumer has the right to terminate the contract if: i) the provider does not bring or refuses to bring the service into conformity, ii) the non-compliance is so serious as to justify the termination of the contract, iii) the service is not yet in conformity despite CERTSIGN's unsuccessful attempt to bring it into conformity or iv) the bringing into conformity is impossible or disproportionate.

In case of termination of these General Conditions, the consumer no longer has the right to use the services.

12. Settlements of disputes

Disputes of any kind arising from the performance of this Agreement shall be settled amicably or in case of failure shall be subject to the settlement of the competent courts, in accordance with the Romanian legislation in force.

13. Communications

14.1. Any communication between the Parties regarding the fulfilment of these General Conditions must

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be submitted in writing. Any written document must be registered both at the time of transmission and at the time of receipt. The communications between the parties can also be made by phone, fax at 0213119905 or e-mail at office@certsign.ro, provided that the written confirmation of the communication is sent to the addresses in the contract.

These General Conditions were signed today, _____.

PROVIDER
CERTSIGN S.A.

SUBJECT
