

General Terms and Conditions

Version 1.1

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1.0	Initial draft	01/01/2017	Trans team	Sped
1.1	Minor changes as per eIDAS audit request	01/04/2017	Trans team	Sped

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1. About the Service Provider

Name: TRANS SPED SRL
Company register number: J40/781/2004
Registered office: 38 Despot Voda Street, 2nd District, 020656,
Bucharest Romania
Phone: +40.210.75.00
Fax: +40.21.211.02.07
Website URL: www.transsped.ro

1.1. Trust services

Trans Sped SRL is a qualified trust service provider under Regulation (EU) No 910/2014 [1], applicable to electronic signatures (referred to hereinafter as "eIDAS Regulation").

Trans Sped SRL started the provision of its electronic signature related services subject to Law 455/2001 on Electronic Signatures [2] (referred to hereinafter as "Electronic Signatures Act"). Trans Sped has provided qualified certification authority services, time stamping services, and signature creation data placement on signature creation devices services since 2004.

Trans Sped SRL provides its services under the new eIDAS Regulation. It has engaged in issuing qualified certificate for electronic signature to natural persons under the eIDAS Regulation, and issuing non-qualified certificate for electronic signature, qualified time stamping services.

1.2. Trans Sped Certifications Authority

Service unit name: Trans Sped
Customer service desk: 38 Despot Voda street, 2nd district,
020656, Bucharest, Romania
Customer service desk business hours: 8:00 AM to 6:00 PM on business
days
Customer service desk phone number: +40.21.210.75.00
Customer service desk e-mail address: office@transsped.ro Information
about the service may be accessed at: www.transsped.ro
Complaints may be notified to: Trans Sped
38 Despot Voda street, 2nd district,
020656, Bucharest, Romania

2. The Purpose, Scope and Publication of the GTC

2.1. Purpose

The purpose of these General Terms and Conditions (referred to hereinafter as "GTC") is to set out the detailed regulation of the legal relationship between the services provider, Trans Sped SRL (referred to hereinafter as "Service Provider") and the party who/which subscribes to the service (referred to hereinafter as "Subscriber"). The Service Agreement established by and between the Service Provider and the Subscriber, this GTC and the applicable Service Policy (Policies), moreover the individual representations agreed by and between the parties will apply and prevail in respect of the legal relationship collectively (referred to hereinafter as "Agreement").

Service Agreements concluded with Subscribers specify the service used in the scope of the contractual relationship, and whether the Service Provider will deliver it as a qualified or non-qualified service.

The collective name of the services delivered in the scope of the Agreement is: Services.

2.2. Services Subject to the GTC

Certification Authority services:

- Issuing and maintaining electronic signature certificates as set out in the corresponding Certification Practice Statements,

Services associated with Certification Authority services:

- Providing the use of cryptography hardware devices
- Providing the use of software for creating and managing electronic signatures/stamps in the scope of a license

For Certification Authority services, the Service Provider issues certificates – in the scope of the Agreement – to the individuals (Subjects) the Subscriber names. The list of Subjects can be changed while the Agreement remains valid.

The Subscriber and all Subjects who are linked to it are referred to collectively as the: Customer.

Time stamping service:

- Issuing time stamps according to the CP/CPS

2.3. Scope

- a) This GTC will be valid from the effective date indicated on its title page until the effective date of the next version or until it is annulment.
- b) Unless the Parties agree otherwise, the Agreement will be concluded for an indefinite term.

- c) The European Union's legal regulations related to trust services, and the legal regulations of Romania shall prevail concerning the Service Provider's operation. Services provided electronically under the Agreement will be available all over the world. The validity of certificates and time stamps, any electronic signatures created on their basis, will be independent of the geographic location in which they will have been created and of the geographic location they are used. Compliance with the aforementioned legal regulations does not necessarily mean compliance with locally authoritative legal systems in the case of each country.

2.4. Technical Criteria for Using the Services

Appropriate software and computer technology devices¹ suitable for running such will be required for using the services that Service Provider renders, along with cryptographic hardware devices in the case of certain services. The party using the service will be tasked with and responsible for catering to these being usable and available.

The software required for using the various services may be different for each service, and may also depend on the purpose of use². Information about software recommended and any cryptographic hardware devices required for using the various services is available on the Service Provider's website; the Customer Service Desk can provide additional information in special cases.

According to eIDAS Article 5, as far as possible, the Service Provider will also cater to the availability of its services for the disabled. Services will be made available to anyone who can use a computer (or a suitable mobile device), the application required for using the service, and – if necessary – cryptographic hardware devices.

2.5. Publication and Notifications

- a) The Service Provider will publish this GTC on its website in electronic form, and it can also be viewed at the Service Provider's customer services desk.
- b) The Service Provider's website will serve as the primary channel for providing information to Subscribers (www.transsped.ro). Electronic messages sent to contact details (email address, mobile phone number) the Subscribers specify may also serve as means to inform Subscribers.
- c) The Service Provider may also serve written notifications to the Subscriber by way of sending simple notifications bearing no electronic signature/seal to the email address the Subscriber specified.

3. Letting of Agreement

- a) The legal relationship will be established upon the Service Provider signing the Service Agreement.
- b) This GTC and the Certification Practice Statements applicable to services used

¹ Computers or other device suitable for running software (e.g. smartphones).

² Generally speaking, even a browser can suffice, a signature creation and management application is typically needed for using electronic signatures, while custom software might be necessary for special purpose systems.

consistently with the Service Agreement constitute annexes to the Agreement. Upon signing the Service Agreement, the Subscriber will explicitly accept the provisions of this GTC, and also those of any applicable Certification Practice Statements.

- c) The Service Provider may also conclude agreements subject to terms and conditions that are different from those articulated in this GTC. In such cases, any and all deviations from the GTC must be specified accurately in the Agreement.

4. The Subscriber's Rights

- a) The Subscriber will have the right to use the Services consistently with the Agreement if their use complies with the provisions of the Agreement and the fees associated with the Services will have been paid in due time.

In case of using the certification authority service:

- b) The Subscriber will have the right to expand the list of Subjects linked to the respective subscription, and will be authorized to delete individual Subjects from this list.
- c) The Subscriber will have the right to request the revocation of certificates of Subjects linked to the respective subscription. The Service Provider will accept and process such requests in line with the things set forth in the applicable Certification Practice Statement.
- d) The applicable Certification Practice Statement includes the rights of Subscribers linked to the Subscriber.

In case of using the time stamping service:

- e) The Subscriber will have the right to request time stamps from the Service Provider, provided that the Subscriber has a valid subscription concerning the time-stamping service. The Service Provider will issue time-stamps in compliance with its Certification Practice Statement.

The Service Agreement, the applicable Certification Practice Statement/s and any other declarations may include the Subscriber's additional rights.

5. The Subscriber's Obligations

- a) By signing the Service Agreement, Subscribers shall represent that they have perused and familiarized themselves with the terms and conditions of the applicable Certification Practice Statement/s and this GTC. Subscribers will be obliged to familiarize themselves with the applicable Certification Practice Statement/s before using the respective service.
- b) Subscribers shall be obliged to provide the data necessary for using the service as requested by the Service Provider to the full, moreover will be obliged to provide true data.
- c) Subscribers shall be obliged to use the Services solely for the purposes allowed or not prohibited by legal regulations, according to the provisions of the Certification Practice Statements.

- d) Subscribers shall be obliged to ensure that solely duly authorized individuals are permitted access to the data and tools (passwords, secret codes, smartcards, private keys) necessary for using the service.
- e) Subscribers shall be obliged to notify the Service Provider in the event of any changes occurring in their status, thus particularly if they are dissolved through legal succession or without any legal successor.

In case of using the certification authority service:

- f) In case Subscribers learn that any information appearing on any certificate belonging to their subscription – particularly names, positions, affiliation to organisations – is changed, they shall be obliged to report this fact to the Service Provider in writing forthwith, and will be obliged to initiate the suspension or revoking of certificates thus affected, and discontinue the use of the certificates.
- g) Subscribers are obliged to acknowledge that the Service Provider will only display true data on issued certificates. Accordingly, the Service Provider validates data to be entered on certificates according to the Certification Practice Statement, and where any data appearing in a certificate are changed, the Service Provider will revoke the respective certificate consistently with the Certification Practice Statement.
- h) Subscribers shall be obliged – upon being called upon to do so – to cooperate with the Service Provider in the interest of validating the data necessary for issuing certificates, and to do everything they can to allow the soonest possible completion of such validation.
- i) Subscribers shall be obliged to point out to every Subject linked to them that they are to familiarise themselves with the applicable Service Policies before using the Services, which obligation will not exempt the Service Provider from its information obligation provided for in the legal regulation.
- j) Should a Subscriber learn that the private key (in the case of certificates for electronic signature: data used to create electronic signatures or signature creation data); cryptographic hardware device (in the case of certificates for electronic signature: a device for creating qualified electronic signatures or a signature creation device;) or the secret codes necessary for device activation of any Subject linked to it have fallen into unauthorised hands or have been destroyed, the Subscriber shall be obliged to notify the Service Provider about this fact forthwith, and will be obliged to initiate the suspension or revocation of the certificates belonging to the respective device, moreover to discontinue the use of the certificates.
- k) If a Subject linked to a Subscriber requests a certificate in which the requesting natural person requests the indication of an organisation, then the Subscriber shall be obliged to acknowledge that the Service Provider will not issue the certificate without the written approval of the given organisation. The Subscriber shall be obliged to acknowledge that such an organisation will also have the right to request the revocation of the certificate.

In case of using the time-stamping:

- l) Subscribers acknowledge that services used by persons on the basis of passwords or certificates issued in the scope of the Service Agreement belong to the Subscriber's subscription. Their objection to this can be substantiated if a password or certificate concerned will have been suspended or revoked.

The Service Agreement, the applicable Service Policy (Policies) and any other declarations may include the Subscriber's additional obligations.

6. The Service Provider's Rights

- a) The Service Provider will have the right – subject to notifying the Subscriber – to refuse or restrict the provision of Services in warranted cases, particularly if the data provided by the Customer are not true according to what the Service Provider observes or determines.
- b) The Service Provider will have the right – subject to notifying the Subscriber – to refuse or restrict the provision of the Services in case the Subscriber jeopardizes the security or availability of the Services.
- c) The Service Provider may store data that Customers provide, as well as those associated with using the Services in its own records, moreover may hand them over to its subcontractors and agents – subject to the Customer's explicit consent in case of data sets that are not specified in legal regulations – to the extent and for the purpose that may be required for the provision of the Services. Manufacturing the devices necessary for using the Service, invoicing, the assertion of claims against Customers or marketing and advertising related to the Service Provider's products qualify as such purposes.
- d) The Service Provider will have the right to restrict the provision of Services at the rate described in Clause 10.3, moreover to terminate the Agreement with immediate effect in case the Subscriber fails to discharge its payment related obligations by deadline.

This restriction means:

- The suspension or revoking of certificates belonging to the respective subscription in the case of certification authority services.
 - The temporary suspension or permanent cancellation of the right to request new time stamps in the case of time stamping services.
- e) The Service Provider will have the right to name the Subscriber as a reference, assuming that the Service Agreement does not provide for otherwise nor does the Subscriber, in writing.

In case of using the certification authority service:

- f) The Service Provider will have the right to disclose the revocation status of a Subject's certificate in the interest of accomplishing the goals of the service. If a Subject consents to this in writing, the Service Provider will also have the right to disclose the certificate itself.

- g) The Service Provider will have the right to revoke a certificate issued to a Subject in the cases specified in the applicable Certification Practice Statement/s , for example:
- upon the Subscriber's breach of contract;
 - if a Subject linked to the Subscriber fails to observe requirements applicable to it;
 - if it learns from any source whatsoever that the data the Customer will have provided are untruthful or have changed since the certificate was issued.
- h) The entity that keeps records on the legal status (title as designated in the certificate) of a Subscriber or Subject may provide credible information to the Authority about the status (existence, termination) of the Subject's legal status (title as designated in the certificate).

The Service Agreement, the applicable Certification Practice Statement/s and any other declarations may include the Service Provider's additional rights.

7. The Service Provider's Obligations

The Service Provider shall be obliged to deliver the Services in compliance with the Certification Practice Statement/s and the GTC as may be effective at the time.

8. The Subscriber's Liability

- a) The Subscriber will be responsible for observing its obligations.
- b) Should the Subscriber cause any damage through breach of the Agreement, defaulting on its obligations articulated in this GTC or the Certification Practice Statement/s or by failing to observe the provisions set forth in these, it will be subject to liability under the rules of liability for breach of contract in the Civil Code.

9. The Service Provider's Liability

- a) The Service Provider will be subject to liability under eIDAS Article 13 as well as Romanian Law 455/2001 that are not in a contractual relationship with it, in respect of any damage caused willfully or out of negligence in connection with the Services.
- b) The Service Provider will be subject to liability under eIDAS Article 13, as well as Romanian Law 455/2001 against the Customer.
- c) The Service Provider will recompense damages after every document necessary for judging the damage claim, moreover those evidencing the Service Provider's responsibility, as well as the time and amount of the damage, are available.
- d) The Service Provider disclaims its liability where a Customer acts in a manner other than that specified in the Agreement or unlawfully.

- e) The Service Provider may – consistently with effective legal regulations – limit any damage compensation that is payable for proven damages arising in the scope of its liability in respect of clients that are in a contractual relationship with it. The extent of this restriction may vary depending on the fee plan the Subscriber chooses; the exact amount of the restriction may be set out in the Service Agreement and/or the respective Certification Practice Statement. The restriction of damage compensation may extend to cover material and non-material damages, lost profits, costs (for every type of loss and damage) that arise out of the Service Provider's fault. Any potential restriction of the Service Provider's liability for damages may be determined in respect of any discount on the Services' fees, at the rate of the provided discounts, and in proportion with such.

In case of using the certification authority service:

- f) The Service Provider will disclose the certification revocation lists it issues in a manner that is accessible to everyone, and will not assume any liability for their use.
- g) In case the Service Provider uses external registration operators in the interest of delivering the Services, it will be liable for such operators also functioning in compliance with the provisions of the Certification Practice Statements.
- h) In the case of a certificate's suspension or revocation, the Service Provider will only be liable in connection with disclosing the altered revocation status of the certificate after successfully verifying the requestor's eligibility, in other words upon accepting the suspension or revocation request. The applicable Certification Practice Statements include the description of suspension, restoration and revocation workflows. The Service Provider will be liable for suspension and revocation under the provisions of the Certification Practice Statements.
- i) Regarding the issuing of certificates for electronic signatures, the Service Provider disclaims its liability if the party that verifies the electronic signature/seal fails to proceed in the manner recommended in the Certification Practice Statement during verification or the steps recommended therein cannot be or are not implemented for any reason whatsoever – including any operation or management problem arising at the Service Provider – at the time the signature/seal is being verified, and the verifying party accepts the electronic signature/seal or the electronically signed/sealed document despite that.
- j) The Service Provider will not be subject to any liability whatsoever for damages arising on account of failure to observe the restrictions applicable to the usability of the certificate, as may be indicated in the certificate.
- k) Starting from the time the private key linked to a certificate is transferred to the Subject's possession, the Service Provider will not accept any liability:
- for safeguarding the key storage device, as well as the secret codes and passwords required for using it, moreover the private key;
 - if an unauthorized party obtains the private key;

- damages caused by using the private key, provided the Customer fails to act in compliance with the applicable Certification Practice Statement, particularly if the private key is obtained by an unauthorized party and the Customer does not request the suspension or revocation of the certificate, and if it fails to notify any change in data specified when the service was requested.
- l) If a Customer reports to the Service Provider, consistently with the applicable Certification Practice Statement, that its data used to create the electronic signature/seal has fallen into unauthorized hands or requests the suspension or revocation of the certificate, then the Service Provider will be liable for damages caused with signatures/seals created on the basis of the data used to create the electronic signature/seals, consistently with the provisions of the applicable Certification Practice Statement.
- m) The Service Provider will be responsible for certificate revocation lists and certificate status responses being issued according to the provisions set out in the Certification Practice Statements.
- n) The Service Provider will be liable for the correctness of certificate revocation lists and certificate status responses.
- o) The Service Provider will be responsible for publishing certificate revocation statuses according to the provisions of the Certification Practice Statements.
- p) The Service Provider will not be liable for various certificate status requests or responses being lost or delayed for reasons that are not attributable to the Service Provider. In particular, such cases include the data transmission network (internet) routed to the Service Provider being overloaded, unavailable or any operational irregularity of the Subscriber's information technology system.

In case of using the time stamping service:

- q) The Service Provider will be liable for time-stamps being issued according to the provisions set out in the Certification Practice Statement.
- r) The Service Provider will be liable for ensuring the availability of the time stamping service as described in the Service Policy.
- s) The Service Provider will not be liable for various time stamp requests or responses being lost or delayed for reasons that are not attributable to the Service Provider. In particular, such cases include the data transmission network (internet) routed to the Service Provider being overloaded, unavailable or any operational irregularity of the Subscriber's information technology system.

10. Fees, Device Prices and Terms of Payment

- a) In exchange for the Services it renders, the Service Provider will charge the fees specified in the Price List as may be effective at the time or the fees that are individually specified for the Subscriber in the Service Agreement.

- b) The Service Provider may also provide the various related services together, in the framework of combined fee packages (referred to hereinafter as “Packages”), and the rates for such may differ from the sum of the fees for individually used services; with the use of such packages also being possibly subject to additional discounts, criteria (e.g. a service contract period) and restrictions (e.g. different liability limits, transaction limits).
- c) The current version of the Price List as may be effective at the time is available on the Service Provider’s website. The Price List includes the fees of the various services, along with the content, fees and any associated discounts of the offered Packages, the terms and conditions of using such, and the restrictions related to them. For business policy reasons, the Service Provider may determine custom discounts for various Customers or Groups of Customers based on one-off consideration.
- d) The Service Agreement will specify the services or Package the Subscriber selects. The scope of selected services or the selected Package may be modified later upon the Subscriber’s request. The Service Provider may charge the Administration Fee indicated in the Price List for such modifications.
- e) The Service Provider will have the right to apply custom prices that differ from the Price List for one of a kind subscriber requests.

10.1. The Various Fee Items

In case of using the certification authority service:

- a) Certificate base fee: Payment of this fee authorises the Subscriber (or the Subject the Subscriber designates) to use the given type of certificate consistently with the Service Policy. The invalidity of a certificate, particularly its suspension, revocation, or any overlap existing or not existing between the validity period of old and new certificates in the course of certificate replacement shall have no bearing on fee payment.
- b) Service set-up fee: Fee charged to the Subscriber in connection with initial identification and administration related to releasing the first certificate for the respective Subject.
- c) Card fee: The fee for the smart card that the Service Provider provides. The Service Provider also charges this fee when replacing lost cards or cards damaged beyond repair due to the customer’s fault.
- d) Service visit fee: Fee for visiting the Customer, for any deliveries, and registration performed at the Customer site. Matters can be taken care of free of charge in person at the Service Provider’s customer services office.
- e) Administration fees associated with certificates: Fee charged for maintaining the certificate, which is asserted particularly in the following cases:
 - When data appearing on a certificate are changed (this applies to all of the data that appear on the certificate, including email addresses that appear on certificates)

- If a new certificate is issued instead of a revoked certificate (Certificate Reissue Fee)
- Where a key is replaced upon the Customer's request (Key Replacement Fee)
- In case of renewal upon the Customer's request (Renewal Fee)
- For ordered but unclaimed smart cards (Card Production Fee)

In case of using the time stamping service:

- f) Time stamping base fee: The fee for the Service Provider's availability for a given period, which the Subscriber has to pay regardless of usage (i.e. traffic) in the given invoicing cycle.
- g) Base fee per access: In case a Subscriber will have requested access to the services for multiple users in the scope of one subscription, this fee is charged for each user.
- h) Usage fees: Fee payable depending on the quantity of the time-stamps that were requested.
- i) Administration fees associated with time-stamping: Fees associated in particular with connection, repeated connection (e.g. in case of late payment) to the Service Provider's computer system.

General and Package related fee items:

- j) Administration fees: The fee for activities performed once upon the Subscriber's request in connection with the various services, maintaining the agreement, as well as the Packages that are used. It will be charged, among others:
 - after the reactivation of the service following a temporary suspension status (Service Relaunch Fee);
 - in case of switching between various Packages; the Price List contains the Package switches which are subject to this fee being charged (Package Switch Fee).

There are various activities for which there are specifically defined fees, and the Administration Fee will be charged for cases that are not specifically defined.

- k) Package base fee: This fee comprises the Package's service provision fee item and – where a Package includes any software use rights granted by the Service Provider – the fee item for using the application provided in the Package. These items will be indicated separately on the invoice as follows:
 - Package services provision fee: Includes the base fee for services that are part of the package, with the exception of the fee payable for using the application provided by the Service Provider.
 - Fee for using the application provided in the package: Includes the usage fee for the application that is necessary for using the services. The End User License Agreement specifies the rules of using the software.

Payment of this fee authorizes the Subscriber (or the third party the Subscriber designates) to use the Services, as well as certificates included in the Package consistently with the applicable Certification Practice Statements and this GTC. The invalidity of certificates that belong to a Package, particularly their suspension, revocation, or any overlap existing or not existing between the validity period of old and new certificates in the course of certificate replacement shall have no bearing on fee payment.

- l) Hardcopy invoice fee: Where a Subscriber request the issuing of a hardcopy invoice, the Service Provider may charge a fee based on the unit count of invoices made out so.
- m) Termination fee: The Service Provider charges this fee item whenever a Subscriber terminates the Agreement for convenience during the term of the service contract period, and its amount will correspond to the fees prevailing in respect of the remaining service contract period.

10.2. Terms of Payment

- a) The time limit for the payment of invoices made out on the basis of the Agreement established by and between the Service Provider and the Subscriber will be the 5th calendar day after the invoice is issued, which will be considered paid when the invoice amount is credited to the Service Provider's bank account.
- b) Unless the Service Agreement provides for otherwise, Subscribers explicitly and irrevocably consent to the Service Provider issuing electronic invoices to them.
- c) Invoices may be settled using the means of payment the Service Provider provides, primarily by transfer to the bank account number indicated on the invoice or by direct payment of funds at the cash desk.
- d) In case of late payment, the Subscriber shall be obliged to pay interest.
- e) The Service Provider will have the right to exercise termination for cause in the case of payment that is 30 days late.
- f) Subscribers may raise complaints about the invoiced amount until the due date of payment indicated on the invoice. In the case of legitimate complaints, the Service Provider will make out a new invoice about the correct amount, which the Subscriber will have to settle until the new payment term indicated on it. Should Subscribers only raise a complaint about the amount of an as yet unpaid invoice that was issued incorrectly after the due date of payment, they will be obliged to pay default interest subject to the original payment term, in respect of the correctly specified amount. Where Subscribers raise a complaint regarding the amount of an invoice that has already been paid and the Service Provider deems their complaint substantiated, the Service Provider will either credit or refund the amount due to the Subscriber within 8 days of having investigated the complaint. Even in case of an unsubstantiated invoice related complaint, Subscribers will be obliged to pay default interest of the abovementioned rate in respect of the unsettled amount. In the case of the Service Provider's late payment, the Subscriber will be entitled to default interest under the Civil Code.

- g) The Service Provider may claim any uncharged or mistakenly uncollected fees within the general superannuation time limit, and will accept complaints about mistakenly charged and/or collected fees within one year.
- h) By default, the expiry of the Agreement shall have no bearing on fees the Subscriber has paid. The Service Provider will issue no refunds on fees that have already been paid, unless the Agreement expires due to the Service Provider's fault or if the Service Provider explicitly allows for this, e.g. in the case of certain Packages.
- i) In the case of certification authority services used subject to annual fee payment, the Authority will not issue any refunds from the service fee invoiced for the first year. After the first year, where certification authority services are terminated for convenience on a date other than the accounting date for invoicing or, in case of certificate revocation on grounds outside the scope of termination for cause, the Authority will determine the prorated part of the fee for the period between the said accounting date and termination or that between the said accounting date and revocation, respectively, and adjust the invoice issued for the annual fee.
- j) The Service Provider may issue invoices in monthly or annual periods, and will always issue invoices at the beginning of the month. The Subscriber shall be obliged to indicate if it does not receive an invoice about used services. A monthly or yearly invoicing period may be chosen in respect of the various Services or Packages if this option is indicated in the Service Provider's Price List, as disclosed on its website.
- k) Usage fees are each tallied separately during the various invoicing periods – every month in the case of monthly invoicing and every year for of yearly invoicing – therefore discounts awarded regarding usage fees subject to ranged pricing during a given invoicing period may not be taken over to another invoicing period.
- l) The Service Provider will have the right to issue mid-term invoices on usage fees (particularly if the volume of a Subscriber use of the services peaks-out).
- m) Switching to yearly invoicing from monthly invoicing will become effective on the first day of the month following the notification of this request.
- n) Switching to monthly invoicing to yearly invoicing will become effective after the request to this effect is notified, once the current invoicing period is closed.
- o) Delivery of the services specified in the Agreement may be suspended temporarily. The respective service cannot be used while it is in temporary suspension status – if a certificate belonged to the service, it will be revoked – and no fee items associated with the service will have to be paid during the term of suspension; nevertheless the contractual relationship will survive, and the Subscriber can request the reactivation of the service at any time. The Service Provider makes the activation of services conditional to fee payment. In the case of Packages used subject to a service contract period, services cannot be temporarily suspended before the service contract period expires. The delivery/use of the long-term preservation service cannot be suspended temporarily.

- p) The delivery of services will be temporarily suspended on the Service Provider's motion if the Service Provider restricts service delivery on account of the Subscriber's late payment of fees.
- q) In the case of certification authority services, Subscribers acknowledge that the expiry or revocation of a certificate will not mean the cancelling of the service in respect of the certificate's Subject. In case a Subscriber does not specifically cancel the service, the Authority may continue maintaining the respective certificate (may carry out any steps necessary for renewing or reissuing the certificate), and therefore may continue invoicing the associated base fees going forward.
- r) In the case of certification authority services, where a certificate expires and the Subscriber does not request certificate replacement before such expiry, the Authority will temporarily suspend the delivery of services associated with the respective certificate.
- s) Switching to temporary suspension status will only be possible at the end of the given (monthly or yearly) invoicing period. In such cases, the Service Provider will invoice any as yet unpaid fees due up to then at the beginning of the following month.
- t) Where the service requested by a Customer also includes the provision of a smart card, the Service Provider will send notification about options for picking it up. If a Customer fails to claim a smart card within 2 months of this notification having been sent, the Service Provider will still have the right to charge the respective fee for it under the then current Price List, along with a one-off Administration Fee.
- u) Where the service requested by a Customer also includes the provision of a smart card, the Subscriber will receive it for use during the term of the subscription, i.e. the smart card will constitute the Service Provider's property. A smart card received for use may only be used in conjunction with the certificates issued in the scope of the certification authority services that the Service Provider provides.
- v) Where the service requested by a Customer also includes the provision of a smart card, the Service Provider will commit to replacing the card with an identical device or a different type device as agreed with the Customer during the subscription period in case a card malfunction occurs in the course of its intended use. The Customer shall be obliged to pay any difference between Card fees. If a card needs to be replaced due to other reasons – particularly in case of loss – the Service Provider will replace it against the fee indicated in the then effective Price List.
- w) The Subscriber may modify the Services to which it subscribed in the scope of the Agreement and/or switch between the fee plans applicable to the services solely in case it has no outstanding fees.
- x) In case the Agreement expires, any as yet unpaid fees will be invoiced – subject to pro rate basis for time, and with monthly detail level – in the Service Provider's invoicing period for the next month.

10.3. Terms of Payment

- a) The Service Provider reserves the right to modify any Package, thus particularly the right to change its fee and the Services it includes. The Service Provider will disclose any such modification on its website at least 30 days before a Package modification enters into force. Modifications shall have no bearing on pre-paid service fees. In case a Subscriber does not accept the modification, it will have the right to terminate the Agreement with immediate effect within 30 days of the modification having been disclosed.
- b) If a Package also includes providing an application, the respective program may be used subject to the terms and conditions specified in the end user license agreement.

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- c) In the case of services used subject to a service contract period, the Service Provider commits not changing the price of the respective Package during the service contract period. Subscribers will commit to not terminate the Agreement through termination for convenience during the term of the service contract period; otherwise the Service Provider will charge the Termination Fee indicated in the Price List.
- d) In the case of yearly fee payment, the Service Provider will not issue any refund from the service fee invoiced for the first year.

10.4. Terms of Payment

The Service Provider reserves the right to modify the Price List. Modifications shall have no bearing on pre-paid service fees. In case a Subscriber does not accept the modification, it will have the right to terminate the Agreement with immediate effect within 30 days of the modification having been disclosed.

10.5. The Cooperation of the Parties in the Course of Service Delivery

The provisions that are applicable in this regard are included in the applicable Certification Practice Statement's.

11. Amendment and Termination of the Agreement

11.1. Amendments of the GTC and the Service Policy

- a) The Service Provider will have the right to amend the GTC and the Certification Practice Statement unilaterally.
- b) The Agreement will be amended in the case of any change to the GTC or the applicable Certification Practice Statement's
- c) The Service Provider will be obliged to disclose any such amendment on its website at least 30 days before entry into force. Changes can also be activated with immediate effect in extraordinary cases (e.g. if this is necessitated due to superior legal regulations).

- d) In case Subscribers do not accept an amendment, they will have the right to terminate the Agreement with immediate effect within 30 days of disclosure or receiving notification thereof.

11.2. Amendments to the Service Agreement

- a) The Parties may amend the Agreement by mutual consent.
- b) Subscribers will have the right to initiate data changes in the case of any change in their identity. The Service Provider may refuse such data change if the new subscriber fails to comply with the terms and conditions specified in the GTC or the Certification Practice Statement for contract conclusion. The Service Provider may charge the Administration Fee disclosed on the Price List for carrying out the data change.
- c) If the list of Subjects is modified, the fee charged by the Authority will be modified without specific notice upon the date of certificate issue or revocation.

11.3. Expiry of the Agreement

The Agreement between the Service Provider and the Subscriber shall expire:

- a) upon the Subscriber's death or dissolution without a successor,
- b) upon the Service Provider's dissolution,
- c) through termination for convenience or termination for cause served in writing by any Party,
- d) subject to mutual agreement,
- e) in the other cases regulated in this GTC.

Termination will become effective upon certified receipt by the other party.

11.3.1. The subscriber's death or dissolution without a successor

In the case of a Subscriber's death or dissolution without a successor, the Agreement will expire with immediate effect.

11.3.2. The dissolution of the Service Provider

The provisions that are applicable in this regard are included in the applicable Certification Practice Statement .

11.3.3. Termination for convenience

Any of the Parties may initiate the termination of the Agreement in writing. Terminating the Agreement will be subject to 30 days' notice, which is to commence on the date notification about termination is received. Exercising the right of termination as granted to Subscribers, specified in Clause 11.1, will constitute termination for convenience.

11.3.4. Termination for cause

- a) In the case of the Customer's grave breach of contract, the Service Provider will have the right to terminate the Agreement – subject to providing an explanation in writing – with immediate effect.
- b) The Subscriber's failure to pay the fees associated with using the Services by deadline and despite being advised to do so will constitute grave breach of contract.
- c) Additionally, the Customer jeopardizing the security or availability of Services or violating any of its obligations listed in the Agreement, the GTC or the applicable Certification Practice Statements will likewise constitute the Subscriber's grave breach of contract.
- d) The following constitute grave breach of contract in the case of certification authority services:
 - if the Customer fails to provide truthful data,
 - if Customers fail to promptly notify the Service Provider about changes in data they previously specified,
 - if any Subject linked to the Subscriber uses their certificate for purposes that are not permitted under legal regulations and/or the Certification Practice Statement,
 - if the protection of the cryptographic private key or the device on which it is stored or any passwords (PIN and PUK-codes) associated with such is not appropriate,
 - if it can be assumed that unauthorised individuals have access to the data and devices mentioned in the previous clauses, and the Customer fails to initiate the suspension or revocation of the respective certificate without delay.
- e) The Agreement will expire with immediate effect upon the receipt of termination for cause.
- f) The Subscriber will have the right to terminate the Agreement with immediate effect in case the Service Provider fails to ensure the availability, as stipulated in the legal regulation, of services constituting the object of the agreement or if the Service Provider violates any other requirement prescribed in any other legislation. Subscribers may serve termination for cause to the Service Provider in writing.

11.3.5. Special Case of the Expiry of the Agreement

If the certificate of the last Subject assigned to the Agreement is revoked – including the case where a Subject's legal status (title as designated in the certificate), regarding which the respective certificate will have been issued, does not exist – the Agreement will expire, without any specific notification to this effect, upon the date of certificate revocation.

12. Data Retention Rules, Non-Disclosure Obligation

- a) The Parties undertake the obligation to retain any and all business secrets which they learn in the course of delivering or using the Services, consistently with the provisions of applicable legal regulations.
- b) Barring statutory obligation, being obligated by an authority or the government or the courts, as well as the cases specified in this document, the Parties may deliver data and information they learn during the delivery and use of services in the scope of the Agreement to third parties subject to the written consent of the persons who/which are the data subjects.

13. Procedure to Be Observed in Case of Legal Disputes

The provisions that are applicable in this regard are included in the applicable Certification Practice Statements.

14. References

[1] Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC

[2] [Law on the Electronic Signature, 455/2001](#)