

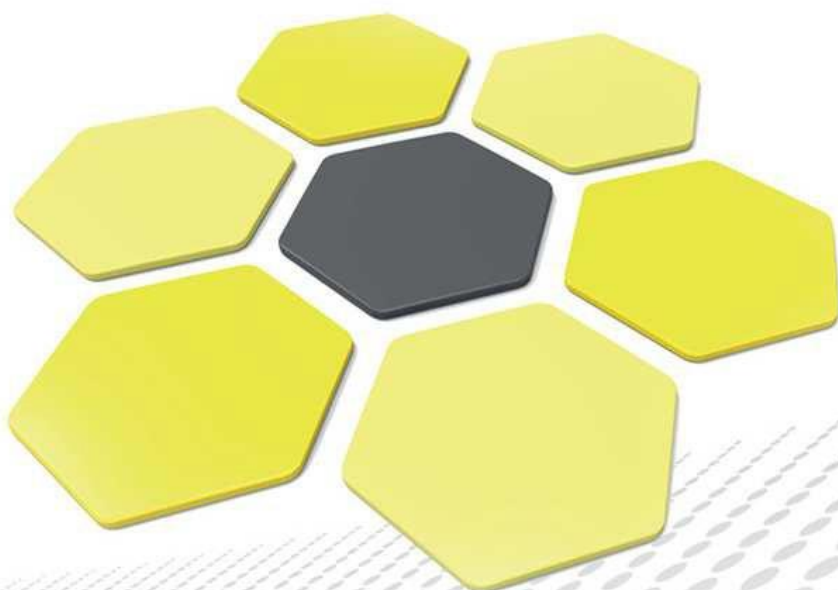
**e-Szignó Certification Authority**

**General Terms and Conditions**

**- PUBLIC -**

**ver. 1.1**

**Date of effect: 05/09/2016**



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1.1	Minor improvements for accuracy OID: 1.3.6.1.4.1.21528.2.1.1.89.1.1	05/09/2016	Csilla Szabóné Endrődi

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## 1. About the Service Provider

Name: Microsec Számítástechnikai Fejlesztő zártkörűen működő Részvénytársaság  
Company register number: 01-10-047218, Registry Court of the Budapest-Capital Regional Court  
Registered office: 1031 Budapest, Záhony utca 7. D. épület, Hungary  
Phone: (+36-1) 505-4444  
Fax: (+36-1) 505-4445  
Website URL: <https://www.microsec.hu>, <https://www.e-szigno.hu>

### 1.1. Trust services

Microsec zrt. is a qualified trust service provider under Regulation (EU) No 910/2014<sup>1</sup>, applicable to electronic signatures (referred to hereinafter as “eIDAS Regulation”).

Microsec zrt. (and its predecessor, Microsec Kft.) started the provision of its electronic signature related services subject to Act XXXV of 2001 on Electronic Signatures (referred to hereinafter as “Electronic Signatures Act”):

- It has provided non-qualified electronic signature certification authority services, time stamping services, and signature creation data placement on signature creation devices services under the Electronic Signatures Act since 30 May 2002 (registration number: MH 6834 1/2002);
- It has provided qualified certification authority services, time stamping services, and signature creation data placement on signature creation devices services under the Electronic Signatures Act since 15 May 2005;
- It has provided qualified electronic archiving services under the Electronic Signatures Act since 1 February 2007 (case file number of the decision on its registration: HL-3549- 2/2007).

The Electronic Signatures Act was repealed on 1 July 2016, and was replaced with the provisions of the eIDAS Regulation and Act CCXXII of 2015 on the General Rules for Electronic Administration and Trust Services<sup>2</sup> (referred to hereinafter as “Electronic Administration Act”). Microsec zrt. provides its services under the new eIDAS Regulation subject to a schedule that complies with the requirements applicable to the transition of services delivery.

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, electronic seal and website authentication certificates since 1 July 2016. From this date on, it has provided time stamping and long time preservation services, moreover issued certificates for electronic signature to organisations at the national qualified level.

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

<sup>2</sup> Act CCXXII of 2015 on the General Rules for Electronic Administration and Trust Services

## 1.2. The e-Szignó Certification Authority

Service unit name:	e-Szignó Certification Authority
Customer service desk:	1031 Budapest, Záhony u. 7., Graphisoft Park, D épület
Customer service desk business hours:	8:30 AM to 4:30 PM on business days
Customer service desk phone number:	(+36-1) 505-4444
Customer service desk e-mail address:	info@e-szigno.hu
Information about the service may be accessed at:	<a href="https://www.e-szigno.hu">https://www.e-szigno.hu</a>
Complaints may be notified to:	Microsec zrt. 1031 Budapest, Záhony u. 7. Graphisoft Park, D épület
Competent consumer protection chief inspectorate <sup>3</sup> :	Government Office of the Capital City Budapest  Technical, Licensing and Consumer Protection Department, Consumer Protection Chief Inspectorate 1052 Budapest, Városház u. 7. 1364 Budapest, Pf. 144. Phone: +36-1,450-2598 E-mail: <a href="mailto:fogyved_kmf_budapest@nfh.hu">fogyved_kmf_budapest@nfh.hu</a>

## 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, Microsec zrt. (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*.

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<sup>3</sup> Only for consumer customers subject to the Consumer Protection Act [4].

## 2.2. Services Subject to the GTC

### Certification Authority services:

- Issuing and maintaining electronic signature and seal certificates (as set out in the Certification Practice Statements titled “*eIDAS conform Qualified Certificate for Electronic Signature Certification Practice Statement*”, “*eIDAS conform Qualified Certificate for Electronic Seal Certification Practice Statement*”, “*eIDAS conform Non-Qualified Certificate for Electronic Signature Certification Practice Statement*”, and “*eIDAS conform Non-Qualified Certificate for Electronic Seal Certification Practice Statement*”<sup>4</sup>),
- Issuing and maintaining website authentication certificates (as set out in the Certification Practice Statement titled “*eIDAS conform Certificate for Website Authentication Certification Practice Statement*”)
- Issuing and maintaining encryption and authentication (for user authentication purposes) certificates, and certificates for additional usage purposes (as set out in the Certification Practice Statement titled “*Not eIDAS conform Certificates Certification Practice Statement*”)

### 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 licence
- Providing key escrow services for encryption certificates (as set out in the Certification Practice Statement titled “*Not eIDAS conform Certificates Certification Practice Statement*”)

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 (as set out in the Certification Practice Statement titled “*eIDAS conform Qualified Time Stamping Practice Statement*”<sup>5</sup>)

### Long-term preservation service:

- Long term retention of electronic documents containing electronic signatures and/or seals (as set out in the Certification Practice Statement titled “*eIDAS conform Qualified Long-Term Preservation Service Preservation Practice Statement*”<sup>6</sup>).

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<sup>4</sup> During the transitional period under Electronic Administration Act [3], qualified signature certificates will be issued to and maintained for non-natural persons consistently with the “*Service Policy Applicable to Qualified Electronic Signature Certification Services, Signature Data Placement on Signature Creation Devices Services, and Qualified Time-stamping Services 1.0*”.

<sup>5</sup> During the transitional period under Electronic Administration Act [3], this service will be provided consistently with the “*Service Policy Applicable to Qualified Electronic Signature Certification Services, Signature Data Placement on Signature Creation Devices Services, and Qualified Time Stamping Services 1.0*”.

<sup>6</sup> During the transitional period under Electronic Administration Act [3], this service will be provided consistently with the “*Practice statement for qualified long-term archiving 2.0*”.

## 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 Hungary 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, moreover preserved electronic signatures, seals and time stamps 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 devices<sup>7</sup> suitable for running such will be required for using the services the 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 use<sup>8</sup>. 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.

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 (<https://www.e-szigno.hu>). 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.

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<sup>7</sup> Computers or other device suitable for running software (e.g. smartphones).

<sup>8</sup> 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.



### **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 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 authorised 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.

#### **In case of using long-term preservation service:**

- f) The Subscriber will have the right to send electronically signed or sealed documents to the system that the Service Provider operates. The Service Provider will cater to the retention of electronically signed or sealed documents in compliance with the applicable Certification Practice Statement.
- g) Subscribers can access their documents deposited to the Service Provider's system continuously during the term of the Agreement.
- h) If the Subscriber so requests, the Service Provider will issue attested certification about storing the various documents, and that the documents included a valid electronic signature or seal at the time they were deposited in the system.

- i) Subscribers will have the right to request the deletion of documents from the Service Provider's system.
- j) Subscribers will have the right, in a letter bearing a qualified electronic signature or seal, to dispose of the natural persons who or legal persons that will be authorised to receive the documents and validation chains belonging to their subscriptions in the case of their death or dissolution without a successor. Subscribers must indicate the name, identifier and contact details of the authorised persons in the letter. The Service Provider will seek out the indicated persons in the order the Subscriber specifies, and they will have the right to conclude an agreement with the Service Provider. In the scope of agreement, they will be able to assume the subscription and receive the documents, as well as validation chains linked to it.

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 familiarised themselves with the terms and conditions of the applicable Certification Practice Statement/s and this GTC. Subscribers will be obliged to familiarise 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. Subscribers shall be obliged to ensure that solely duly authorised individuals are permitted access to the data and tools (passwords, secret codes, smartcards, private keys) necessary for using the service.
- d) 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:**

- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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; for electronic seals: data used to create electronic seals), cryptographic hardware device (in the case of certificates for electronic signature: a device for creating qualified electronic signatures or a signature creation device; for electronic seals: a device for creating qualified electronic seals or 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.
- j) 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 and long-term preservation services:**

- k) 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.

**In case of using long-term preservation service:**

- l) The Subscriber shall be obliged to notify the Service Provider in writing and without delay in case a legal dispute arises in connection with any data associated with the Services, particularly a certificate issued during the long-term preservation service.

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.
  - The temporary or permanent suspension of new document uploads and/or that of the downloading of previously uploaded documents, and the issuing of certificates about preserved documents.
- 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.

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**

- a) 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 [6].

## **9. The Service Provider's Liability**

- a) The Service Provider will be subject to liability under eIDAS Article 13 and the general liability rule of the Civil Code [6] as the underlying rule, as well as Article 5 of Minister of Interior Decree 24/2016 [7] against third parties (party concerned) that are not in a contractual relationship with it, in respect of any damage caused wilfully or out of negligence in connection with the Services.
- b) The Service Provider will be subject to liability under eIDAS Article 13 and the rules of liability for breach of contract in the Civil Code [6] as the underlying rule, as well as Article 5 of Minister of Interior Decree 24/2016 [7] 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 and seals, 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 unauthorised 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 unauthorised 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 unauthorised 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.

**In case of using long-term preservation service:**

- t) The Service Provider will be responsible for the safe retention of documents and validation chains left with it and their management in compliance with the provisions set out in the Certification Practice Statement once it has successfully received and accepted a document. The Service Provider will send electronically signed confirmation of receiving a document to the Customer consistently with the Certification Practice Statement. Where the receiving of a document is unsuccessful, the Service Provider will not be liable for the retention or management of the document.
- u) If a Subscriber requested the deletion of any document and validation chain, the Service Provider will no longer be liable for the retention of the document and the respective chain of validity nor for ensuring the authenticity of any signatures/seals that may belong to the document.

## 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 Types of Various Fee Items

Service fees may be

- Usage fees
- Base fees
- Incidental fees

#### 10.1.1. Usage fees

Fee charged on the basis of consumption that is used.

#### 10.1.2. Base fees

Maintenance fees applicable to the Agreement’s term of effect from when a requested service is activated, fees for performing the tasks in the scope of the Service Provider’s responsibility in the framework of the Service Agreement, which are independent of actual use.

#### 10.1.3. Incidental fees

Fees charged for activities completed on one occasion in the scope of the Agreement upon the Customer’s request, including fulfilment of requests concerning the alteration of any feature of the Services specified in the Agreement.



## 10.2. The Various Fee Items

### In case of using the certification authority service:

- a) Certificate base fee (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. In case the certificate expires or is revoked during the term of the Agreement, the Subscriber shall become entitled to request a new (e.g. renewed) certificate in exchange for the fee that was already paid. 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 (incidental 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 (incidental 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 (incidental 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) Fee for accessing the decoding key: Where Customers request the handing over of their private key in the scope of the key escrow service, the Service Provider makes the handing over of the private key to the Customer conditional to the payment of this fee item.
- f) Administration fees associated with certificates (incidental fees): 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) (Data Change Fee)
  - In case a revoked certificate is reinstated (Reinstatement Fee)
  - 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:

- g) Time stamping base fee (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.
- h) Base fee per access (base fee): 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.

- i) Usage fees (usage fee): Fee payable depending on the quantity of the time-stamps that were requested.
- j) Administration fees associated with time-stamping (incidental fees): Fees associated in particular with connection, repeated connection (e.g. in case of late payment) to the Service Provider's computer system.

**In case of using long-term preservation service:**

- k) Base fee per access (base fee): The Service Provider charges fee for monthly or yearly periods—per user account—for the right to access the service.
- l) Document depositing fee (usage fee): The Service Provider charges a fee in case a Subscriber deposits documents in the system. The rate of this fee can depend on the size of the uploaded document.
- m) Document storage fee (usage fee): The Service Provider charges Subscribers with a fee for the documents they have deposited. The rate of this fee can depend on the size of the uploaded document.
- n) Query fee (usage fee): The Service Provider charges Subscribers with a fee for the queries they initiate. The rate of this fee depends on the size of the queried document.
- o) Fee for building a validation chain (usage fee): If an uploaded document does not include a complete validation chain, the Service Provider will charge a fee for building or attempting to build the chain of validity. The rate of this fee will depend on what kind of signatures/seals the uploaded document includes, and on the certification authorities whose certificates were used as the basis for those. The Service Provider will publish the service providers and their authentication units whose certificates, time stamps, revocation lists, online certificate status responses it is willing to validate on its website, along with the fees assigned to the completion of these various verifications. The rate of the fee for building a validation chain also depends on the point of reliability up to which the Service Provider builds the validation chain. The Service Provider will publish external point of reliability and the terms and conditions subject to which it is willing to create or validate a validation chain on its website.
- p) Certificate issue fee (incidental fee): If a Subscriber requests the issuing of a certificate in connection with a document, the Service Provider charges a fee. The fee for issuing certificates may vary by the type of the certificate. The Price List contains the types of the various certificates and the fees associated with them.
- q) Document display fee (incidental fee): The Service Provider will charge a fee if a Subscriber wishes to display preserved files with the help of the Service Provider's software and hardware assets. The rate of this fee may vary by file formats.
- r) Access rights privilege alteration fee (incidental fee): The Service Provider will charge a fee if a Subscriber changes access rights privileges related to preserved e-files, including the case when a file is transferred to another subscriber. This fee is charged per file.

- s) Administration fees associated with long-term preservation (incidental fees): Fees charged in the case of activities performed once upon the Customer's request, particularly those related to connection, repeated connection (e.g. in case of late payment) to the Service Provider's computer system, simplified and detailed invoice statements provided online, as well as the repeated encryption or deletion of documents upon the Subscriber's request.

**General and Package related fee items:**

- t) Administration fees (incidental 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.

- u) Package base fee (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 authorises 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. In case the services included in the Package also extend to issuing a certificate, and the certificate expires or is revoked during the term of the Agreement, the Subscriber shall become entitled to request a new (e.g. renewed) certificate in exchange for the fee that was already paid. 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.

- v) Fee for issuing a detailed invoice (incidental fee): By default, the Service Provider indicates usage traffic data payable during the given invoicing period after aggregation. This is the fee charged by the Service Provider if a Subscriber requests the detailing of the various fee items.
- w) Hardcopy invoice fee (incidental fee): Where a Subscriber request the issuing of a hardcopy invoice, the Service Provider will charge a fee based on the unit count of invoices made out so.

- x) Termination fee (incidental 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.

### 10.3. 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 15<sup>th</sup> 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 for default under the Civil Code [6].
- 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 [6].
- 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) For long-term preservation services, the Service Provider will issue no refund on fees that have already been paid even in case a Subscriber requests the deletion of preserved documents before the expiry of any pre-paid preservation period.

- 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—barring the long-term preservation service—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 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—barring the long-term preservation service—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, as specified in Clause 6. d).
- q) In the case of certification authority services, Subscribers acknowledge that the expiry or revocation of a certificate will not mean the cancelling or temporary suspension of the service in respect of the certificate's subject. In case a Subscriber does not specifically cancel the service, the Service Provider will continue maintaining the respective certificate (carrying out any steps necessary for renewing or reissuing the certificate), therefore any and all associated base fees will still need to be paid going forward.
- r) 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.
- s) 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.

- t) 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.
- u) 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.
- v) 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.
- w) 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.

#### **10.4. Terms and Conditions Applicable to Packages**

- 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.

#### **Terms and Conditions Applicable to Certification Authority Services**

- c) After 1 July 2016, the Service Provider will make the provision of Packages with monthly fee payments conditional to a service contract period. In the case of services used subject to a service contract period, the Service Provider commits to not changing the price of the respective Package during the service contract period. Subscribers will commit to not terminating 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 case of monthly fee payment for services launched before 1 July 2016, the Service Provider will have the right to invoice the fee applicable to the period that remains from the first year as a lump-sum amount if a Package is terminated within one year.

- e) In the case of yearly fee payment, the Service Provider will not issue any refund from the service fee invoiced for the first year. When a Package is terminated beyond one year, the Service Provider will correct the invoice issued for the yearly fee, and invoice the monthly fees under the price list regarding the period between the accounting date and termination. Any difference in the pre-paid service fee after correction will be refunded to the Subscriber.
- f) Where the Package the Customer uses also includes the provision of a card reader, the Subscriber will receive it for use during the term of the subscription, i.e. the card reader will constitute the Service Provider's property. The Service Provider will commit to replacing the card reader with an identical device or a different type device as agreed with the Customer during the subscription period in case a card reader malfunction occurs in the course of its intended use.

## **10.5. Price List Modification**

The Service Provider reserves the right to modify the Price List. The Service Provider will disclose any such modification on its website at least 30 days before the 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.

## **10.6. 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 to 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 only amend the Service Agreement subject to their mutual agreement.
- 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) In the case of using certification authority services, Subscribers will have the right to amend the list of Subjects, and accordingly request the revocation of certificates and the issue of new certificates.

## **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.

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 Statement 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.

#### **11.4. Management of Preserved Documents After the Agreement Expires**

In the case of using long-term preservation services, the Service Provider will delete documents belonging to the Subscriber after the Agreement expires.

If the Subscriber's so instructs, the Service Provider will execute deletion promptly after the Agreement expires.

Where Subscribers do not dispose of whether or not they request the deletion of preserved documents upon the expiry of the Agreement, the Service Provider will make it possible for the Subscriber or someone else duly authorised to download the documents and chains of validity that belong to the Subscriber for 60 days after the Agreement expires, provided the Subscriber has not fallen into arrears with fee payment. In the case of any arrears in fees, the Service Provider will only provide the opportunity of downloading preserved documents after the arrears are settled. Following the expiry of the 60 day time limit, the Service Provider will destroy the preserved documents.

If a Subscriber did not dispose of immediate deletion and the Agreement expires due to the Subscriber's death or dissolution without a successor, and the Subscriber did not dispose of the natural persons who or legal persons which may take over the documents and chains of validity belonging to the subscription upon the Subscriber's death or dissolution without a successor, then the Service Provider will delete the documents that belong to the Subscriber within 60 days.

## **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) The clauses titled The Service Provider's Obligations and The Subscriber's Obligations in this GTC, moreover the applicable Certification Practice Statements contain additional stipulations associated with data retention.
- c) 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.
- d) In the case of long-term preservation services, the Service Provider commits to treating documents uploaded to its system as confidential, and to keeping its staff members from learning the contents of such documents. The Service Provider will fulfil these requirements consistently with the applicable Certification Practice Statements.

## **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. A. References**

- [1] Act XXXV of 2001 on Electronic Signatures (effective: until 1 July 2016)
- [2] Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC
- [3] Act CCXXII of 2015 on the General Rules for Electronic Administration and Trust Services
- [4] Act CLV of 1997 on Consumer Protection
- [5] Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information
- [6] Act IV of 2013 on the Civil Code
- [7] Minister of Interior Decree 24/2016 (VI. 30.) BM on the detailed requirements applicable to trust services and the providers of such