

**e-Szignó Certification Authority**

**General Terms and Conditions**

**ver. 1.9**

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1.9	Customer portal, Customer authentication mobile application, conditions for using the service, priority treatment fee, minor other improvements.	02/12/2020

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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:	H-1033 Budapest, Ángel Sanz Briz út 13.
Phone:	(+36-1) 505-4444
Fax:	(+36-1) 505-4445
Website URL:	<a href="https://www.microsec.hu">https://www.microsec.hu</a> , <a href="https://www.e-szigno.hu">https://www.e-szigno.hu</a>

### 1.1. Trust services

Microsec zrt. (referred to hereinafter as **Microsec** or **Service Provider**) is a qualified trust service provider within the meaning of Regulation (EU) No 910/2014/EU on electronic identification and trust services for electronic transactions in the internal market (referred to hereinafter as the “**eIDAS Regulation**”).

This General Terms and Conditions (hereinafter referred to as **GTC**) covers the trust services and the certification services provided by Microsec services (the latter are indicated in Section 1.1.2 and do not qualify as trust services).

#### 1.1.1 Qualified Trust Services

The “qualified” form of trust services represents a higher level of transactional and IT security, therefore legislators usually associate an increased level of probative value to them. Trust service providers offering such “qualified” services are obligated to comply with more stringent requirements than trust service providers who offer “non-qualified” services.

As a qualified provider, Microsec offers the following services:

- Issuing of e-Szignó qualified signature certificates,
- Issuing of e-Szignó qualified seal certificates,
- e-Szignó qualified timestamp service,
- e-Szignó qualified long-term preservation (archiving) service,
- Issuing of e-Szignó qualified certificates for website authentication.<sup>1</sup>

An **electronic signature based on a qualified certificate** holds full probative value in evidencing that the document to which such signature is attached was signed by the natural person who created the signature.

An **electronic seal based on a qualified certificate** may be used by legal persons (including administrative bodies, companies) to create “seals” to certify proceedings for and

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<sup>1</sup> The Trust Service Provider has presented the conformity assessment certificate to the national supervisory body and has applied for the registration of the service. The Trust Service Provider may start the service when the national supervisory body accepts the conformity assessment certificate and publishes the service in the national trusted list. Service will be provided by the Provider only upon inclusion on the Trust List.

on behalf of the respective entity, which holds full probative value in evidencing that the document marked with the qualified seal certificate is the legal statement of the legal person that appears on the certificate.

If the qualified certificate is issued on a non-qualified signature creating device, then it may be used to create an advance electronic signature (seal) based on a qualified certificate, such as electronic signature (seal) created by way of a mobile phone.

Pursuant to Hungarian legal regulations, an electronic document marked with an electronic signature (seal) based on a qualified certificate has full probative value, irrespective whether the electronic signature (seal) is qualified or advanced (if based on a qualified certificate).<sup>2</sup>

By way of **qualified time stamping**, it may be evidenced with full probative value that the electronic signature or seal existed at the time indicated in the time stamp

In the case of using **qualified archiving (long-term preservation)**, **services** the documents stored in the archive will remain authentic and keep their probative value until the end of their retention period, i.e. until proven otherwise, it must be assumed that the electronic signature, seal or timestamp placed on the electronic document deposited for long-term preservation, along with the related certificate, were valid when the respective electronic signature, seal or timestamp was added.

Our **qualified certificates for website authentication** evidence that the Subscriber is entitled to use the certified domain name or IP address, moreover that the given website really does belong to the Subscriber in whose name the certificate was issued. The procedure for issuing such certificates complies with the special requirements applicable to the so-called Extended Validation (EV) certificates. Browsers monitor the certificates of visited websites and display corresponding visual marks.

### 1.1.2 Non-Qualified Trust Services

With the exception of archiving (long-term preservation), the Service Provider offers the qualified trust services specified above also in a non-qualified form. Non-qualified services do not have to meet criteria as stringent as those applicable to the qualified services (thus e.g. personal identification is not necessarily linked to them in the case of certificates), however, their acceptance is not as broad in scope as of the qualified services.

The Service Provider delivers the following trust services subject to the eIDAS Regulation in a non-qualified form:

- Issuing of e-Szignó non-qualified (advanced) signature certificates,
- Issuing of e-Szignó non-qualified (advanced) seal certificates,
- e-Szignó non-qualified timestamp service (solely in connection with Code Signing certificates),
- Issuing of e-Szignó certificates for website authentication.

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<sup>2</sup> Pursuant to Section 325 (1) f of Act No. CXXX of 2016 „ *A private deed has full probative value if the signatory had attached to the electronic document his qualified or advanced (if based on a qualified certificate) electronic signature or seal and, provided that the applicable laws prescribe, the document is marked with a time stamp.*” Pursuant to subsections (3) and (4) of the same Section: „*Until proven otherwise, a private deed holding full probative value verifies with full probative value that the signatory of the deed made or accepted the statement included in the document, or acknowledged such statement as binding on himself.*”

## 1.2. Certification Services Not Qualifying as Trust Services

Issuing certificates not subject to the eIDAS Regulation (such as authentication and encryption certificates) also qualifies as certification service, nonetheless does not qualify as trust service. The terms and conditions of this GTC are also applicable to certificates issued by the Service Provider, not subject to the eIDAS Regulation.

## 1.3. The e-Szignó Certification Authority's Contact Details

Name of service delivery unit:	e-Szignó Certification Authority
Customer service desk:	1033 Budapest, Ángel Sanz Briz út 13. Graphisoft Park South, building C
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:	<i>info@e-szigno.hu</i>
Information about the service may be accessed at:	<i><a href="https://www.e-szigno.hu">https://www.e-szigno.hu</a></i>
Send revocation request to:	<i>revocation@e-szigno.hu</i>
Complaints may be notified to:	Microsec zrt. 1033 Budapest, Ángel Sanz Briz út 13. Graphisoft Park South, building C



## 1.4. Accessing the Service Provider's Privacy Policy

Information regarding data processing required by the Freedom of Information Act and the GDPR (as defined below in Section 2.5) are contained in the Privacy Policy of Microsec that may be reviewed on the home page of the Service Provider's website (<https://e-szigno.hu/assets/docs/Privacy-Policy-Microsec.pdf>). By concluding a contract based on this GTC, and by using the services subject to this GTC, the Customer (as defined below in Section 2.1.1) represents having read the Service Provider's Privacy Policy.

## 2. The Purpose, Scope and Publication of the GTC

### 2.1. Purpose

The purpose of these General Terms and Conditions 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 (referred to hereinafter as **Service Agreement**) established by and between the Service Provider and the Subscriber, this GTC and the applicable practice statements Practice Statement (hereinafter: **Practice Statements**), moreover the individual declarations agreed by and between the parties jointly govern the legal relationship of the parties (referred to hereinafter as **Agreement**).

The provisions of the GTC are of legal and not technical nature and contain the general rules related to creating, maintaining and terminating the Service Agreement. The specific contractual and technical criteria applicable to the various Services can be found in the Practice Statements that are continuously available on the Service Provider's website.

Capitalised expressions used by the Service Provider and not specifically defined hereunder will have the meaning ascribed to them defined in the Practice Statements.

The Service Agreement concluded with each Subscriber defines the service being used in the scope of the respective contractual relationship.

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

### 2.2. Services Subject to the GTC

The Services that are subject to this GTC are available every day of the week, 24 hours a day (*service period*).

The annual guaranteed availability of the qualified services is 99.9% and of the non-qualified services is 99 % (*availability*). The detailed rules referring to availability are included in the respective Practice Statements. The management of notifications, complaints and technical support issues belongs the competence of the Service Provider's customer service desk. The customer service desk is available to customers via the contact details and within the business hours laid down in Section 1.2 of the GTC.

The Services subject to this GTC comprise of complex IT solutions whose technical descriptions, the applicable technical requirements and specifications are determined in the Practice Statement applicable to the respective Service.

The Service Provider delivers the following services under the scope of this GTC, under the provisions of the Practice Statements indicated below.

## 2.2.1 Certification service

### a) Issuing and maintaining electronic signature and seal certificates

According to the provisions of the following Practice Statements:

- “Practice Statement for Qualified Electronic Signature Certification within the meaning of the eIDAS Regulation”,
- “Practice Statement for Qualified Electronic Seal Certification within the meaning of the eIDAS Regulation”,
- “Practice Statement for Non-Qualified Electronic Signature Certification within the meaning of the eIDAS Regulation”,
- “Practice Statement for Non-Qualified Electronic Seal Certification within the meaning of the eIDAS Regulation”

### b) Issuing and maintaining certificates for website authentication

According to the provisions of the following Practice Statements:

- “Practice Statement for Website Authentication Certificates within the meaning of the eIDAS Regulation”,
- “Practice Statement for Qualified Website Authentication Certificates within the meaning of the eIDAS Regulation”
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### c) Issuing and maintaining encryption and authentication (for user authentication purposes) certificates, and certificates for additional purposes (

According to the provisions of the following Practice Statement:

“Not eIDAS conform Certificates Certification Practice Statement”

In case of certification authority services, the Service Provider issues certificates—under the scope of the Agreement—to the individuals determined by the Subscriber (**Subjects**). During the term of the Agreement, the list of Subjects indicated by the Subscriber may be changed.

The Subscriber and all natural or legal person Subjects who are covered by the Subscriber’s Agreement, furthermore persons using archiving (long-term preservation) services are referred to collectively as: **Customer**.

## 2.2.2 Timestamping service

Issuing timestamps according to the provisions of the following Practice Statements:

- “Practice Statement for Qualified Timestamping Services within the meaning of the eIDAS Regulation”,
- “Practice Statement for Non-Qualified Timestamping Services within the meaning of the eIDAS Regulation”,

## 2.2.3 Archiving (long-term preservation) Services

long term retention of electronic documents containing electronic signatures or seals

under the provisions of the Practice Statement titled “Practice Statement for Qualified Long-term Electronic Preservation services within the meaning of the eIDAS Regulation”.

## 2.2.4 Qualified Remote Key Management Service

Qualified remote key management service in accordance with:

*“eIDAS conform Remote Key Management Service for Creating Qualified Electronic Signatures/Seals Practice Statement”.*

Within the framework of the qualified remote key management service, the Service Provider manages the private keys of the Clients under sufficiently secure conditions on a Qualified Signature Creator Device, which are under the sole control of the Clients during the whole life cycle. Within the framework of the qualified remote key management service the Service Provider ensures the necessary technical and procedural conditions in order that the Client could create qualified electronic signatures or qualified electronic seals with his / her private key stored at the Service Provider.

The qualified remote key management service cannot be requested individually. The qualified remote key management service can only be requested as a supplementary service for qualified electronic signature certification within the meaning of the eIDAS Regulation and qualified electronic seal certification services within the meaning of the eIDAS Regulation defined in Section 2.2.1 a) of the GTC.

During the qualified remote key management service, the Service Provider will only allow to the Subject to perform any operation with his / her private key handled by the Service Provider after the Subject has been successfully identified. As part of the qualified remote key management service, the Service Provider uses the user authentication mobile application (***User authentication mobile application***) indicated on the portal from where the services can be requested to validate the identity of the Subject. Therefore, the Subject can only use the qualified remote key management service, provided that (i) the Subject has a mobile device which is suitable to run the User authentication mobile application, (ii) the Subject downloaded the User authentication mobile application from the mobile application webstore to its mobile device, and (iii) the Subject has accepted the terms and conditions available within the User authentication mobile application.

## 2.2.5 Non-qualified Remote Key Management Service

Non-qualified remote key management service in accordance with:

- *“eIDAS conform Remote Key Management Service Practice Statement”.*

Within the framework of the non-qualified remote key management service, the Service Provider manages the private keys of the Clients under sufficiently secure conditions on a Hardware Cryptographic Device, which are under the sole control of the Clients during the whole life cycle. Within the framework of the non-qualified remote key management service the Service Provider ensures the necessary technical and procedural conditions in order that the Client could create advanced electronic signatures or advanced electronic seals with his / her private key stored at the Service Provider.

The non-qualified remote key management service cannot be requested individually. The non-qualified remote key management service can only be requested as a supplementary service for non-qualified electronic signature certification within the meaning of the eIDAS Regulation and non-qualified electronic seal certification within the meaning of the eIDAS Regulation services defined in section 2.2.1 a) of the GTC, and also for not eIDAS conform certificates certification service defined in section 2.2.1. c) of the GTC.

During the non-qualified remote key management service, the Service Provider will only allow to the Subject to perform any operation with his / her private key handled by the Service Provider after the Subject has been successfully identified. As part of the non-

qualified remote key management service, the Service Provider uses the user authentication mobile application (***User authentication mobile application***) indicated on the portal from where the services can be requested to validate the identity of the Subject. Therefore, the Subject can only use the non-qualified remote key management service, provided that (i) the Subject has a mobile device which is suitable to run the User authentication mobile authentication application, (ii) the Subject downloaded the User authentication mobile application from the mobile application webstore to its mobile device, and (iii) the Subject has accepted the terms and conditions available within the User authentication mobile application..

### **2.2.6 Customer Area**

In connection with the above main services, the Service Provider enables the Customer – as an auxiliary service – to perform certain technical operations relating to the services requested from the Service Provider (among others: to view/modify certain data, to download/upload contractual documents and finalizing applications) on the platform of the customer area (<https://portal.e-szigno.hu>) operated by the Service Provider (***Customer Area***). In order that the User can use the functions and services available from the Customer Area, the User should accept the terms of use of the Customer Area during the registration process.

### **2.3. Term of the GTC**

- 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.

### **2.4. Personal Scope of the GTC**

- a) The personal scope of the GTC covers the Service Provider and the Customer.
- b) The rules that are applicable to the Subscriber shall be applicable to any person acting as the Subscriber's representative before the Service Provider, including proxies, legal persons' statutory representatives, and also the so called Organisational Administrators acting with powers specified in the Practice Statements, who have general representation rights in connection with the certificates issued for a Subscriber
- c) The Services subject to this GTC are also available to consumers (i.e. natural persons who use the services "not in official capacity", i.e. beyond the scope of their profession, individual occupation or scope of business activity, and not as e.g. attorneys, notaries or as a company's representatives). If the Customer uses our Services as consumer, the special rules defined in GTC Chapter 13 are also applicable to the legal relationship maintained with the Service Provider.

### **2.5. Legal Background of the Services Subject to the GTC**

- a) The European Union's legal regulations related to trust services, and the legal regulations of Hungary shall prevail concerning the Service Provider's operation. Hungarian law shall prevail concerning the Service Provider's contracts and regulations, as well as their performance, and they are to be construed under Hungarian law.

- b) Services provided electronically under the Agreement will be available all over the world, with the proviso that based on this GTC, the law applicable to the Agreement shall be Hungarian law, regardless of where the services are being used.
- c) The validity of certificates and timestamps, any electronic signatures created on their basis, moreover electronic signatures, seals and timestamps subject to long-term preservation will be independent of the geographic location in which they will have been created and of the geographic location they are used. The Service Provider represents that the Services rendered during the term of this GTC will comply with the following legal regulations, which nonetheless does not necessarily mean that the Services will comply, in every respect, with the legislation of the country where the respective Service is used.
- d) The following core legislation will be applicable to the provision of the Services subject to this GTC:
- Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (referred to hereinafter as: **eIDAS Regulation**),
  - Act CCXXII of 2015 on the General Rules for Electronic Administration and Trust Services (referred to hereinafter as "**E-Administration Act**"),
  - Minister of Interior Decree 24/2016 (VI. 30) on the detailed requirements applicable to trust services and their providers (**Trust Services Decree**),
  - Act CLV of 1997 on Consumer Protection,
  - Act CVIII of 2001 on Certain Aspects of Electronic Commerce Services and Information Society Services (referred to hereinafter as "**E-Commerce Act**"),
  - Regulation No (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (referred to hereinafter as **General Data Protection Regulation or GDPR**)
  - Act V of 2013 on the Civil Code (referred to hereinafter as **Civil Code**),
  - Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (**Freedom of Information Act**),
  - Government Decree 45/2014 (II. 26) on the detailed rules for contracts by and between a consumer and an enterprise (referred to hereinafter as **Government Decree for Consumers**)

## 2.6. Technical Criteria for Using the Services

Appropriate, obtained from a secure secure, supported (by the developer or the distributor) operation system, software or application and computer technology devices<sup>3</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 party using the service will be tasked with and responsible for regularly install available security updates to its computer technology device, as in lack of such updates, its device may become more vulnerable to external malware (viruses, spyware, and other malware), and the lack of updates may disrupt the use of services. The software required for using the various services may be different for each service, and may also depend on the purpose of

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<sup>3</sup> Computers or other device suitable for running software (e.g. smartphones).

use<sup>4</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.

In case the Subscriber requests a certificate issued on a cryptographic hardware device (smart card), the provision of the cryptographic hardware device (smart card) may be included in the Service (upon selecting the appropriate service plan). The smart card pertaining to the requested service plan will be linked to the certificate requested for the particular Subject, and shall be used by the certificate Subject. If the personal identification is carried out by the Service Provider, the Service Provider's registration officer provides the Customer with the smart card and the PUK letter as well. If the personal identification is carried out by a notary, the Service Provider delivers the smart card to the Customer by courier and uploads the PUK letter to the Customer Area. The PUK letter is available for 7 days in the Customer Area, however, the Customer can request for the re-placement of the document in the Customer Area.

In case of certain Service plans, the Service Provider includes licence rights to the client application (software) creating and verifying the electronic signature, as part of the Plan. In such cases, the Plan fee will include the licence fee of the software. The End User License Agreement specifies the rules of using the software.

In compliance with eIDAS Regulation Article 15, the Service Provider will, as far as possible, also cater to the availability of its services for people with disabilities. 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 (smart cards).

## 2.7. Publication and Notifications

- a) 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.
- b) The Service Provider shall disclose this GTC and the Practice Statements applicable to services subject to the GTC on its website (the documents shall be signed electronically and marked with a time stamp), and these may furthermore be viewed in printed form at the Service Provider's customer services desk.

## 3. Creation of the Agreement

- a) The legal relationship between the Subscriber and the Service Provider, regarding using the Services subject to this GTC, will be established upon the signing of the Service Agreement by all parties, unless the Service Provider provides the option of electronic contract conclusion concerning any of the Services.
- b) If the parties do not sign the Service Agreement at the same time, the date of contract conclusion will be the date of the last signature among the signatures of the parties.
- c) This GTC and the Practice Statement(s) applicable to services used based on the Service Agreement constitute a part of the Agreement. Upon signing the Service Agreement, the Subscriber will explicitly accept the provisions of this GTC, and also

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<sup>4</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.

those of any applicable Practice Statement(s).

- d) The Service Provider may also conclude a Service Agreement subject to terms and conditions that are different from those articulated in this GTC. In such cases, any and all derogations from the GTC must be specified accurately in the Service Agreement.
- e) Where an Agreement concerning a service subject to this GTC is established using electronic means, the Agreement will be established by way of accepting the individual Service Agreement, the Practice Statements and this GTC through electronic means.

In such cases, the Agreement will be established using electronic means, as detailed below: after the Service Provider sends the User via e-mail message the wording of the individual Service Agreement, the Client ticks the checkbox next to the "I accept the Service Agreement, General Terms of Contract, Practice Statements" caption on the Service Provider's website used for concluding contracts. The Agreement is created in the language on which the Service Provider provided the individual Service Agreement to the Client (in Hungarian or in English). Thereafter the Service Provider confirms in an email message that the Agreement is concluded. Agreements created this way do not qualify as a contract set in writing; the Service Provider will record the date when the Subscriber accepted the Service Agreement, the General Terms of Contract, and the Practice Statements (i.e. the date when the Agreement was established), in its IT system.

- f) In case the contract is concluded using electronic means, there will be a chance, prior to accepting the terms of the contract, to modify data entered on the registration GUI, and in the case of certain data (e.g. invoicing details) the Service Provider will verify, during data entry, whether or not the electronically recorded data could be correct (e.g. was the email address, VAT ID, company register number entered using the proper format), and if it detects any errors, it will point out the need for error correction.

#### **4. The Subscriber's Rights**

- a) Subscribers will have the right to use the Services based on the Service Agreement, this GTC and the prevailing Practice Statements. Subscribers will have the right to temporarily suspend using the services set out in the Agreement under the terms specified in Section 11.5. Temporary suspension will not be possible in the case of qualified long-term preservation services.

##### **In case of using certification authority services:**

- b) The Subscriber will have the right to modify the List of Subjects linked to the respective subscription.
- c) The Subscriber will have the right to request the revocation or suspension of the 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 Practice Statement.
- d) The applicable 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 timestamps from the Service Provider (via the software creating the electronic signature), provided that the Subscriber has a valid subscription concerning the timestamping service. The Service Provider will issue timestamps in compliance with the applicable Practice Statements.

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

- f) The Customer will have the right to send electronically signed or sealed documents to the archives the Service Provider operates. The Service Provider will cater to the retention of electronically signed or sealed documents in compliance with the applicable Practice Statement.
- g) Customers can access their documents deposited with the Service Provider for long-term preservation continuously during the term of the Agreement.
- h) If the Customer 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 for long-term preservation.
- i) Customers will have the right to request the deletion of documents from the archive (long-term preservation). After the verification of the authenticity of the request, the specified document will be deleted from the archive by the Service Provider. Thereafter the document may not be restored by any means.
- j) Subscribers will have the right, in a letter bearing a qualified electronic signature or seal, to dispose of the natural or legal persons who will be authorised to receive the documents and chains of validity belonging to their subscriptions from long-term preservation 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 chains of validity linked to it.

**User support for customers, complaint management**

- k) Any questions, objections or complaints related to the Services may be delivered to the customer service desk contact details specified in Section 1.2 of this GTC, in written form (including email) or via telephone.
- l) In case of notifications / complaints received in writing, the Service Provider shall respond to the sender within thirty (30) days of when the notification/complaint was delivered/arrived. The Service Provider may request further information from the sender in order to provide a response.
- m) The Service Provider will not provide any face-to-face customer service desk services in connection with Services.
- n) If the Service Provider fails to provide the conditions undertaken in the GTC, does not repair a reported defect within the applicable deadline or rejects a complaint, then the Subscriber may assert their claims related to such breach of contract through the courts, while consumer Subscribers may contact a Conciliation Panel, in accordance with the provisions of Clause 14.

The Service Agreement, the applicable 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 represent that they have perused and familiarised themselves with the terms and conditions of the applicable Practice Statement(s) and this GTC. Subscribers shall be obliged to familiarise themselves with the applicable Practice Statement(s) before using the respective service.
- b) Subscribers shall be obliged to provide the data necessary for using the service (including the data necessary for the issue of an invoice) as requested by the Service Provider to the full, moreover will be obliged to provide true data. The Subscribers acknowledge that in case they fail to provide the data and documents necessary for the Service Provider to provide the requested services within 3 months of concluding the Service Agreement, the Service Provider will rescind the established Service Agreement on the basis of Civil Code Section 6:154(1) due to lapse of interest.
- c) Subscribers shall be obliged to inform the Service Provider within 15 days about any kind of change in the data which is necessary for using the service (including the data necessary for the issue of an invoice) and which the Service Provider previously asked for.
- d) 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 Practice Statements.
- e) 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.
- f) Subscribers shall be obliged to notify the Service Provider in the event of deciding their dissolution through succession, with the proviso that notification to that effect must include (i) the anticipated date of succession and (ii) the name of the successor. Subscribers shall be obliged to notify the Service Provider where any liquidation proceedings, bankruptcy or compulsory strike-off proceedings have been filed against them or if they resolved to go into voluntary dissolution.

### **In case of using certification authority services:**

- g) In case Subscribers learn that any certificate details appearing on any certificate belonging to their subscription – particularly names, positions, affiliation to organisations – are changed, they shall be obliged to report this fact to the Service Provider forthwith, and will be obliged to initiate the suspension or revoking of certificates thus affected. Subscribers acknowledge that no certificate subject will be authorised to use certificates linked to their subscription if such a certificate contains invalid data. The Service Provider fully excludes any and all liability it may have for damages arising out of the invalidity of electronic signatures created with a signature certificate containing invalid data.

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- h) Subscribers acknowledge that the Service Provider will only display true data on issued certificates. Accordingly, the Service Provider will validate data to be entered on certificates according to its respective Practice Statement, before issuing certificates, and where it learns of any changes to data appearing in a certificate, the Service Provider will revoke the certificate consistently with applicable Practice Statement. The Subject and the Subscriber are jointly and severally liable to notify all changes to data appearing in a certificate before such changes are effected.
  - i) 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, to make the documents and information the Service Provider requests available to the Service Provider, and to do everything they can to allow the soonest possible completion of such validation.
  - j) Subscribers shall be obliged to point out to every Subject linked to their subscription that they are to familiarise themselves with the applicable Practice Statements before using the Services, which obligation will not exempt the Service Provider from its information obligation provided for in the legal regulation.
  - k) The Subscriber is obliged to take all reasonable measures to assure control of, keep confidential, and properly protect at all times the private key that corresponds to the public key to be included in the certificate belonging to its subscription (including the key activation data and hardware devices). Should a Subscriber learn that the private key (in the case of signature certificates: 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 signature certificates: a device for creating qualified electronic signatures or a signature creation device; for electronic seals: a device for creating qualified electronic seals 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. The Service Provider excludes any and all liability it may have for damages arising out of the use of such certificates.
  - o) If a Subscriber requests the issue of a certificate in which the Subject is a natural person and the name of an organisation is also indicated in the certificate, then the Service Provider will not issue the certificate without the written approval of the given organisation.<sup>5</sup> The Subscriber acknowledges that the organisation appearing in the certificate will have the right to take back its approval. Upon obtaining the revocation of the approval from the organization, the Service Provider will initiate the revocation of the certificate. The Subscriber acknowledges that if the Subject indicated in the certificate appears in the certificate in relation to a certain organization (e.g. as a co-worker of the organization), then this organization shall also have the right to suspend or revoke the certificate.
  - l) The Subscriber acknowledges that the natural or legal person Subject indicated in the certificate is entitled to suspend or revoke the certificate.
  - m) The Subscriber of a website authentication certificate shall be obliged to install the certificate and the corresponding private key only on servers that are accessible to the domain names listed in the certificate, and to use the certificate and the corresponding private key solely in compliance with all applicable laws and solely in accordance with the Service Agreement and the GTC.

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<sup>5</sup> If the indicated organisation is the Subscriber, the Service Agreement will include the approval.

**In case of using timestamping and long-term preservation services:**

- n) 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 services:**

- o) 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 long-term preservation services.
- p) The Subscriber shall notify the Service Provider in writing without delay, in case a legal dispute is launched with respect to any data pertaining to the Services, especially to the verification issued with respect to the archiving service.

The Service Agreement, the applicable Practice Statement(s) 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 will have the right to restrict the provision of Services in case the Subscriber fails to discharge its payment related obligations by deadline.

This restriction means:

- For certification authority services, the temporary suspension of certificates linked to the Subscriber, then the revocation of certificates if the debt remains unpaid after the suspension period;
  - The temporary suspension of the right to request new timestamps in the case of timestamping services;
  - The temporary suspension of new document uploads and/or the downloading of previously uploaded documents, and the issuing of certificates.
- d) The Service Provider will have the right to temporarily suspend using the services set out in the Agreement under the terms specified in Section 11.5. In case of archiving (long-term preservation), the Subscriber will not have the right to upload new documents during the temporary suspension period nor to download any previously uploaded documents, furthermore, the Service Provider will not issue the certificate specified in Section 4 i) hereunder.
  - 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 certification authority services:**

- 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. By way of accepting the present GTC, the Subject consents to the Service Provider publishing 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 Practice Statement(s), for example:
  - Upon the Subscriber's breach of contract
  - If the Subject fails to observe any requirements in the GTC or the Practice Statement 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 Service Provider may request information as to whether a Subject's legal status (position as designated in the certificate) exists directly from the Subscriber, moreover the entity that keeps records on the legal status (position as designated in the certificate) of the Subject.
- i) The Subscriber acknowledges that the Service Provider may suspend or revoke the certificate if the National Media and Infocommunications Authority as supervisory body orders so in a final and enforceable resolution.

The Service Agreement, the applicable 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 Practice Statement(s) and the GTC as may be effective at the time.
- b) The Service Provider shall be obliged to log all events related to its IT system and to the providing of the qualified trust services, in order to ensure the continuity of the operation and to avoid data loss. The recorded data must cover the entire process of providing the qualified trust service and must be suitable to enable reconstruction of all events connected to the qualified trust service to the extent necessary to assess real situations.
- c) The Service Provider shall be obliged to store all the recorded event logs for at least 10 years after their generation.

**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 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 Regulation Article 13 and, as the underlying rule, the rules on general liability in the Civil Code, as well as Article 5 of the Trust Services Decree against third parties (party concerned) 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 Regulation Article 13 and, as the underlying rule, the rules of liability for breach of contract in the Civil Code, as well as Article 5 of the Trust Services Decree 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. The Subscriber shall be obliged to notify its claim for damage compensation in writing (including by email message bearing at least an advanced electronic signature) to the Service Provider within 30 days of learning about the damage, and the Subscriber shall discharge its general damage mitigation obligation. Subscribers shall be obliged to act consistently with the requirements of good faith and integrity in the matter of their loss claim, and corroborate its circumstances explicitly and evidently towards the Service Provider.
- d) The Service Provider excludes its liability where a Customer acts in a manner violating the Agreement or in respect of the Parties' relationship otherwise unlawfully. The Service Provider's liability does not cover damages of (i) indirect or consequential damages, (ii) loss of benefit, (iii) loss or decrease of business opportunities or customers, (iv) loss or decrease of good reputation, based on titles of contractual or non-contractual damages, or any other title. The Service Provider may—consistently with effective legal regulations—limit the amount of 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 is set out in the Pricelist, the Service Agreement and/or the respective Practice Statement. 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 certification authority services:

- e) 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.
- f) 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.
- g) 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.

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- h) Regarding the issuing of signature and seal certificates, the Service Provider excludes its liability if the party that verifies the electronic signature/seal fails to proceed in the manner recommended in the Practice Statement. The Service Provider also excludes its liability in case the electronic signature / seal or the electronically signed / sealed document created by the signature / seal certificates issued by the Service Provider are approved, even though the approving party had not verified the validity of the certificate used to create the electronic signature / seal (i.e. the verification steps recommended in the Practice Statement cannot be or are not implemented for any reason whatsoever—including any operation or management problem arising on the side of the Service Provider).
- i) 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.
- j) 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, 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 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.
- k) After a Customer reported to the Service Provider in compliance with the applicable Practice Statement, that its data used to create the electronic signature/seal (especially his private key, including the card in case the certificate had been issued to a card) had fallen into unauthorised hands or requested the suspension or revocation of the certificate, the Service Provider is obliged to proceed as prescribed in the respective Practice Statement and assume liability for damages arisen after the notification of the Customer, as a consequence of the data falling into unauthorised hands or the use of certificates that had been requested to be suspended / revoked.
- l) The Service Provider will be responsible for certificate revocation lists and certificate status responses being issued according to the provisions set out in the Practice Statements.
- m) The Service Provider will be liable for the correctness of certificate revocation lists and certificate status responses.
- n) The Service Provider will be responsible for publishing certificate revocation statuses according to the provisions of the Practice Statements.
- o) 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 timestamping services:**

- p) The Service Provider will be liable for timestamps being issued according to the

provisions set out in the Practice Statements.

- q) The Service Provider will be liable for ensuring the availability of the timestamping service as described in the Practice Statement.
- r) The Service Provider will not be liable for various timestamp 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 services:**

- s) The Service Provider will be responsible for the safe retention of documents and chains of validity left with it and their management in compliance with the provisions set out in the 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 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.
- t) If a Subscriber requested the deletion of any document and chain of validity, 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 electronic signatures/seals that may belong to the document.

## **10. Information for Relying Parties**

- a) Relying Party: such natural or legal person, who proceeds on the basis of trusting in or relying on the trust services (e.g. the person accepting an electronically signed document). The Relying Party does not enter into a contractual relationship with the Service Provider.
- b) The Relying Party proceeds prudently upon relying on the trust services (especially in course of accepting electronically signed and time-stamped documents) if he verifies that the document has been correctly signed and that the private key used to create the electronic signature has not been compromised until the time of the verification; furthermore, if he takes into account any possible limitations on the usage of the trust services and the recommendations for Relying Parties included in the Practice Statements.

## **11. Fees, Payment and Other Terms**

- 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 "Plans"), 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 Plans, 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 Plan the Subscriber selects. The scope of selected services or the selected Plan 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.

### **11.1. The starting date of providing the services**

The starting date of providing the services (activation) shall be, in case of services related to the issuance of certificates, the date of issuance, and in case of services related to time-stamping service and archiving service the day when the access password is provided to the Customer electronically.

### **11.2. The Fee Types**

Service fees may be

- Volume fees
- Base fees
- Incidental fees

#### **11.1.1 Volume fees**

Fee charged on the basis of the volume of the used services.

#### **11.1.2 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.

#### **11.1.3 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.



### 11.3. The charged fees

#### In case of using certification authority services:

- 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 Practice Statement. 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, expiration, or any overlap existing or not existing between the validity period of old and new certificates in the course of certificate replacement shall not affect the obligation of the Subscriber to pay the pertaining fees, hence the certificate status is the consequence of the Customer's action or omission.
- 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) Urgency fee (incidental fee): If the Subscriber requests the Service Provider to issue the certificate in an urgency process, the Service provider charges this fee. As part of an urgency process:
  - in case of certificates issued on smart cards, the Services Provider ensures to the Subject to book an appointment for the provision of the smart card on the second working day after every document necessary for the issuance of the certificate and for the starting of the service has arrived at the Service Provider;
  - in case of certificates issued not on smart cards and where a personal identification is necessary, the Service Provider (i) ensures that one working day after the application has arrived at the Service Provider, its registration officer can carry out the personal identification, (ii) or following the personal identification (carried out by its registration officer or a notary) the Service Provider issues the certificate one working day after every document necessary for the issuance of the certificate and for the starting of the service has arrived at the Service Provider;
  - in case of certificates issued not on smart cards and where a personal identification is not necessary, the Service Provider issues the certificate one working day after every document necessary for the issuance of the certificate and for the starting of the service has arrived at the Service Provider.
- d)
- e) 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, cards damaged beyond repair due to the customer's fault, and those subject to key replacement. In the case of key replacement, the Service Provider may charge a fee for replacing the card if no additional certificate can be issued for the given card due to certificate replacements requested after the expiry of the certificates' validity period.
- f) 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.
- g) Fee for accessing the decoding key: Where Customers request the handing over of their private key in the scope of the key escrow service provided for encryption certificates, the Service Provider makes the handing over of the private key to the Customer conditional to the payment of this fee item.

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- h) Administration fees associated with certificates (incidental fees): Fee charged for relating to the certificate, which is asserted particularly in the following cases:
- Modification of details appearing in the certificate (Data Modification Fee)
  - Reinstating a revoked certificate (Reinstatement Fee)
  - Issuing a new certificate instead of a revoked certificate (Certificate Reissue Fee)
  - Replacing a key upon the Customer's request (Key Replacement Fee)
  - Renewal upon the Customer's request (Renewal Fee)
  - For ordered but unclaimed smart cards (Card Production Fee)

**In case of using timestamping services:**

- i) Timestamping 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.
- j) 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.
- k) Usage fees (usage fee): Fee payable depending on the quantity of the timestamps that were requested.
- l) Administration fees associated with timestamping (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 services:**

- m) 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.
- n) Document depositing fee (usage fee): The Service Provider charges a fee in case a Subscriber deposits documents for long-term preservation. The rate of this fee can depend on the size of the uploaded document.
- o) Document storage fee (usage fee): The Service Provider charges Subscribers a fee for the documents they have deposited. The rate of this fee can depend on the size of the uploaded document.
- p) Query fee (usage fee): The Service Provider charges Subscribers a fee for the queries they initiate. The rate of this fee depends on the size of the queried document.

- q) Fee for building a chain of validity (usage fee): If an uploaded document does not include a complete chain of validity, 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 electronic 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, timestamps, 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 also depends on the point of reliability up to which the Service Provider builds the validity 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 chain of validity on its website.
- r) Certification issue fee (incidental fee): If a Subscriber requests the issuing of certification in connection with a document, the Service Provider charges a fee. The fee for issuing certification may vary by the type of the certification. The Price List contains the types of the various certifications and the fees associated with them.
- s) Document display fee (incidental fee): The Service Provider will charge a fee if a Subscriber wishes to display files in long-term preservation with the help of the Service Provider's software and hardware assets. The rate of this fee may vary by file formats.
- t) Access rights change fee (incidental fee): The Service Provider will charge a fee if a Subscriber changes access rights privileges related to e-files in long-term preservation, including the case when a file is transferred to another subscriber. This fee is charged per file.
- u) 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 Plan related fee items:**

- v) 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 Plans that are used. It will be charged, among others:
- In case of switching between various Plans; the Price List contains the Plan switches which are subject to this fee being charged (Plan 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.
- w) Plan base fee (base fee): This fee comprises the Plan's service provision fee item and—where a Plan includes any software use rights granted by the Service Provider—the fee item for using the application provided in the Plan. These items will be indicated separately on the invoice as follows:
- Plan services provision fee: Includes the base fee for services that are part of the plan, with the exception of the fee payable for using the application provided by the Service Provider.
  - Fee for using the application provided as part of the Plan: 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 Plan consistently with the applicable Certification Practice Statements and this GTC. In case the services included in the Plan also extend to issuing a certificate, and the certificate expires or is revoked during the term of the Agreement, the Subscriber will become entitled to request an extended or a new certificate for the expired or revoked one, respectively, in exchange for the fee that was already paid.

- x) 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.
- y) Hardcopy invoicing fee (incidental fee): If, based on the Subscriber's individual request, the Service Provider issues an invoice that differs from the electronic invoicing provided for in the GTC (i.e. hardcopy), the Service Provider will charge a fee based on the unit count of invoices made out so to cover the related administration costs.
- z) Invoice correction fee (incidental fee): If the Subscriber fails to inform the Service Provider about the change of any data necessary for the issue of the invoice and therefore asks for the correction of the issued invoice, the Service Provider is entitled to request this fee.
- aa) 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.

#### **11.4. Payment Terms**

- 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) The Service Provider will issue electronic invoices for the Services it renders. By accepting this GTC, the Subscriber—as the invoice recipient—will agree to the issuing of electronic invoices. Upon the Subscriber's specific request, the Service Provider will issue a hardcopy invoice instead of the electronic invoice, and in connection with this, the Service Provider will charge an individual fee to cover any arising administration costs ("Hardcopy invoicing fee"), the amount of which is included in the prevailing Price List. Where the Agreement concerning the Service is established using electronic means, the Subscriber will not have the right to request the issuing of hardcopy instead of electronic invoices.
- b) 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. Where the Agreement concerning the Service is established using electronic means, the service fees may only be paid via credit or debit card payment.
- c) In case of late payment, the Subscriber shall be obliged to pay interest for default under the Civil Code.

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- d) 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.
- e) 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 Plans.
- f) 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 long-term preservation period.
- g) In the case of certification authority services used subject to annual fee payment, the Service Provider will not issue any refunds from the service fee invoiced for the first year, in case the Agreement is terminated entirely or partially (with regard to a certain certificate). After the first year, in case certification authority services are terminated for convenience on a date other than the accounting date for invoicing or a certificate is revoked on grounds other than extraordinary termination, the Service Provider will determine the prorated part of the fee for the period between the said accounting date and the expiry of the 30 day termination period, and adjust the invoice issued for the annual fee.
- h) 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 Plans if this option is indicated in the Service Provider's Price List, as disclosed on its website.
- i) 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.
- j) 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).
- k) Switching to yearly invoicing from monthly invoicing will become effective on the first day of the month following the notification of this request.
- l) 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.

- m) In the case of certification authority services, Subscribers acknowledge that the expiry 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 (does not terminate the Agreement with regard to the concerned certificate), the Service Provider will continue maintaining the respective certificate until the end of the given invoicing cycle (carrying out any steps necessary for renewing or reissuing the certificate), and therefore be entitled to keep billing any associated base fees. If the Subscriber does not request certificate replacement until the first day of the next invoicing period, the Service Provider will temporarily suspend the delivery of services linked with the certificate under Section 11.5.
- n) 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.

### **11.5. Terms and Conditions Applicable to Plans**

- a) The Service Provider reserves the right to modify any Plan, 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 Plan 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.

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

- b) The Service Provider will make the provision of Plans with monthly fee payments conditional to a service contract period, the service contract period is the first 12 months. In the case of services used subject to a service contract period, the Service Provider commits to not changing the price of the respective Plan during the service contract period. Subscribers undertake not to terminate the Agreement by way of ordinary termination during the term of the service contract period; otherwise the Service Provider will charge the Termination Fee indicated in the Price List.
- c) In the case of yearly fee payment, the service contract period will be the first year. Subscribers undertake not to terminate the Agreement by way of ordinary termination during the term of the service contract period; otherwise the Service Provider will not issue any refund from the service fee invoiced for the first year. After the expiry of the first year definite term, when a Plan 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.

### **11.6. Modification and Suspension of Services**

- a) The Subscriber may modify the Services which it uses 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.
- b) For certification authority services, the Subscriber may request the modification of the list of Subjects, which will entail the amendment of the Agreement. The fee charged by the Service Provider will be modified—without specific notice—upon the date of the certificate issued.

- c) Services specified in the Agreement—with the exception of archiving (long-term preservation) services—may be suspended. The respective service cannot be used while it is in suspension status, during the term of suspension no fees shall be paid regarding the service, but the contractual relationship will survive. If a valid certificate was linked to the service, it will be revoked.
- d) The Subscriber and the Service Provider may both initiate the temporary suspension of the given service; the Service Provider can exercise this right in the cases under Sections 11.5 f) and g). In the case of Plans used subject to a service contract period, services cannot be temporarily suspended before the service contract period expires. The provision/use of long-term preservation services may not be temporarily suspended but can be restricted (see Section 6 d)). The Subscriber may request the reactivation of the service during the term of the suspension.
- e) In the case of certification authority services, where a certificate expires and the Subscriber does not request certificate replacement before such expiry, the Service Provider will temporarily suspend the delivery of services associated with the respective certificate.
- f) The delivery of services will be temporarily suspended on the Service Provider's motion or its availability restricted if the Service Provider restricts service delivery on account of the Subscriber's late payment of fees, as specified in Clause 6 d).
- g) Temporary suspension initiated by the Subscriber will become effective from the beginning of the month after notification. In such cases, the Service Provider will invoice any as yet unpaid fees due up to then at the beginning of the following month, and in the case of annual subscriptions, refund the time proportional part of the already paid yearly.
- h) The duration of temporary suspension of services will be a maximum of 3 years, during which period, in case of certification services, the Subject may receive a new certificate only after personal identification and filing a new certificate request. If the Customer does not request the reactivation of the service before the expiry of the suspension period, the given service will be cancelled permanently, as a result of which the Agreement will expire, if the Agreement does not include any other Service apart from the one that was permanently cancelled. If multiple Subjects are linked to a Subscriber, and the Service was permanently cancelled in respect of a Subject, that will result in an amendment to the Service Agreement (list of Subjects). The Service Provider will notify the Subscriber about the amendment or cancellation of the Service Agreement under this clause in writing.

## **11.7. Terms and Conditions Related to Devices and Applications**

- a) 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 the device up after the request is made. 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 personalizing the card (issuing the card to the name of the Subject) under the then current Price List, along with a one-off Administration Fee.
- b) 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.

- c) 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 the card different from the previous card was requested by the Customer). 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.
- d) Where the Plan 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.
- e) If a Plan also includes providing an application, the respective program may be used subject to the terms and conditions specified in the end user license agreement.
- f) Where the service requested by a Customer does not include the provision of a smart card and the Customer does not activate its service within 2 months after the information and activating sheet having been sent, the Service Provider will have the right to charge a one-off Administration Fee to the Customer, with regard to its costs incurred relating to the preparation of the contract (costs of the necessary examinations, administration relating to the conclusion of the contract, potential personal identification).
- g)

### **11.8. Price List Modification**

The prices found in the all-time Price List are valid until withdrawn. The issue of a new Pricelist automatically withdraws the previous version.

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. Any modification which are not disadvantageous for the Subscriber can enter into force sooner than 30 days.

Modifications shall have no bearing on pre-paid service fees. In case a Subscriber does not accept the unilateral modification, it shall be obliged to terminate the Agreement with immediate effect within 30 days of the modification having been disclosed, otherwise the Service Provider will deem the modification accepted.



## 12. Amendment and Termination of the Agreement

### 12.1. Amendments to the GTC and the Practice Statement

- a) The Service Provider will have the right to amend the GTC and the Practice Statements unilaterally, however, this may not result in the unilateral modification of the Agreement's material elements.
- b) Having regard to the fact that the GTC and the applicable Practice Statement(s) are a part of the Agreement in place with a Subscriber, the content of the Agreement in place with the Subscriber will be amended in the case of any change to the GTC or the applicable 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.
- 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, except in the following cases:
  - da)* When introducing a new service, if it does not affect the conditions relating to already existing service, with regard to that new services can be provided for the Subscriber exclusively if they are ordered,
  - db)* In the case of expanding services, if it does not represent an extra burden on the Subscriber,
  - dc)* In the case of a change in legislation, a decision made by the authority or a change in the economic and/or technical circumstances, as a result of which the Service Provider can only provide the service for the Subscribers on different terms than before, if it does not represent an extra burden on the Subscriber,
  - dd)* In the case that the Service Provider's and/or the customer service office's address, telephone number and opening hours change; but the Service Provider is obliged to provide access to this information at its central customer service office, on its website and at its internet customer service address,
  - de)* In the case of corrections, amendments, deletions for the sake of clarity, which cannot be regarded as substantive modifications to content,
  - df)* In the case that the conditions of using the service change in a way, which is beneficial only to the Subscriber.

### 12.2. Amendments to the Agreement

- a) The Parties may amend the Agreement by mutual consent. Changing the list of the Subjects qualify as an amendment to the Agreement, pursuant to Section 11.5 h) of the present GTC.
- b) The Subscriber may unilaterally modify the Agreement pursuant to Section 11.5 b) of the present GTC.
- c) The Service Provider may unilaterally modify the Agreement pursuant to Section

11.1 b) of the present GTC.

### **12.3. 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.

#### **12.3.1 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.

#### **12.3.2 The dissolution of the Service Provider**

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

#### **12.3.3 Termination for convenience**

- a) 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.
- b) The Service Provider will revoke the certification on the day of termination of the legal status, unless the Service Provider is notified after the day of termination of the legal status, in such case the Service Provider will take care of the revocation of the certificate without delay. If the Service Provider receives a revocation request concerning a given certificate, aiming at the termination of the usage of this given certificate, this qualifies as a partial termination of the Agreement between the Subscriber and the Service Provider (with regard to the concerned certificate) by way of termination for convenience. In such case, the certificate indicated in the revocation request may not be used for its purpose as of the requested date of the revocation (e.g. no valid electronic signature may be created with a revoked signature certificate) and the Service Provider will cancel the service on the 30<sup>th</sup> day as of receiving the revocation request qualifying as termination notice, unless the Subscriber indicated a later date in the revocation request as the date of the revocation. In such case, the Agreement terminates on the date of the revocation.
- c) If the Service Provider receives a notification and credible certification concerning a given certificate, stating the termination of the Subject's legal status (title determined in the certificate) with regard to which the certificate was issued, this qualifies as a partial termination of the Agreement between the Subscriber and the Service Provider (with regard to the concerned certificate) by way of termination for convenience. The certificate stated in the notification is revoked by the Service Provider at the time of the termination of the legal status or if this precedes the notification, it is revoked without any undue delay. The Agreement terminates on the 30<sup>th</sup> day after the receipt of the notification or if the termination of the legal status

occurs at a later date, then the Agreement terminates upon the revocation of the certificate. The Subscriber and the Subject are jointly and severally liable to notify the Service Provider of the termination of the Subject's legal status as stated in the certificate and also for any damage arisen due to the failure of such notification. The above provisions apply also to the case when the registering authority informs the Service Provider of the termination of the Subject's legal status stated in the certificate. The notification obligation of the Subscriber and the Subject exists without regard to the fact whether the registering authority is obligated to make such notification on its own.

- d) In case the Service Provider does not provide services under the Agreement any longer (especially, if there is no more Subject pertaining to the subscription of the Subscriber due to the partial termination of the Agreement pursuant to section 12.3.3 b) of the Agreement), the Agreement is terminated without any further notice.

#### **12.3.4 Termination for cause**

- e) 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.
- f) The Subscriber's failure to pay the fees associated with using the Services by the 30<sup>th</sup> day following the payment deadline despite being advised to do so will constitute grave breach of contract.
- g) 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.
- h) 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.
  - If the Customer fails to claim a smart card within 2 months after the notification about options for picking the device up was sent (in such case, after the 2 months period, the Service Provider destroys the intelligent card issued to the name of the Subject).
  - If the Customer fails to activate its service relating to a certificate issued not on smart card within 2 months after the information and activating sheet having been sent.
  -
- i) The Service Provider has the right to terminate the Agreement with immediate effect if the Subscriber has a debt of any title based on any other agreement with the

Service Provider which the Subscriber does not pay until the 30<sup>th</sup> day after the payment deadline despite being advised to do so.

- j) The Service Provider has the right to terminate the Agreement with immediate effect if liquidation proceeding, bankruptcy or compulsory strike-off proceeding has been filed against the Subscriber.
- k) 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.
- l) The Subscriber will have the right to terminate the Agreement with immediate effect, if the Service Provider amends the GTC and/or any applicable Practice Statement(s), and the Subscriber does not accept that. The Agreement will expire with immediate effect upon the receipt of termination for cause. Notice about the termination of the Agreement by termination for cause must be sent to the other Party by way of registered mail with return receipt. If the date of receipt cannot be determined on the basis of the return receipt, termination for cause is to be deemed delivered on the 10<sup>th</sup> day after the second unsuccessful delivery attempt.

#### **12.4. 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 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.

### **13. Agreement on the terms and conditions of data processing applicable to archiving services**

- a) This GTC covers the qualified long-term preservation service the Service Provider offers. In the case of long-term preservation, Subscribers have the right, based on the Service Agreement, to upload documents to the qualified long-term preservation archives the Service Provider operates. In respect of personal data appearing in documents uploaded to the qualified long-term preservation archives, the Service Provider and the Customer qualify as a data processor (referred to hereinafter as

**Processor**) and data controller (referred to hereinafter as **Controller**), respectively; the meaning of these terms is specified in data protection legislation (referred to hereinafter as **Data Protection Rules**). For the purposes of this GTC, Data Protection Rules shall mean all applicable data protection legislation, thus in particular, but without limitation, the EU's General Data Protection Regulation, i.e. Regulation (EU) 2016/679 (referred to hereinafter as **GDPR**) and Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (referred to hereinafter as **Freedom of Information Act**), furthermore the Hungarian National Authority for Data Protection and Freedom of Information's (referred to hereinafter as **Data Protection Authority**) recommendations and position papers.

- b) Pursuant to GDPR Article 28(3), the Controller and Processor shall set out (i) the subject-matter, (ii) the duration, (iii) the nature and purpose of processing, (iv) the type of personal data, (v) the categories of data subjects and (vi) the obligations and rights of the controller. This GTC contains in Annex 1 the agreement of the Service Provider and the Customer using qualified long-term preservation services in respect of data processing (Annex 1 of this GTC referred to hereinafter as **Processing Agreement**).
- c) For the interpretation of the Processing Agreement, personal data will solely be taken to be taken to mean such personal data that appear in the documents the Customer uploads to the qualified long-term preservation archives (referred to hereinafter as **Personal Data**).

## 14. Specific Rules Applicable to Consumers

- a) If any Subscriber qualifies as a consumer pursuant to the Civil Code (i.e. is a natural person who uses the services "unofficially", i.e. beyond the scope of their profession, individual occupation or scope of business activity, and not as e.g. attorneys, notaries or as a company's representatives; referred to hereinafter as **Consumer**), they will be subject to special rules in the context of using the Services.
- b) The Service Provider is obliged to inform Consumers about a number of circumstances specified in the Government Decree for Consumers. For the most part, the Service Provider complies with such information obligation in the applicable clauses of the GTC; this chapter includes such information and provisions that are solely applicable to consumers and are not covered in the previous chapters of the GTC.
- c) The Service Provider informs Consumers that if they concluded an Agreement with the Service Provider for a Service subject to this GTC using electronic means, then — pursuant to the Government Decree for Consumers — the Agreement concluded by using electronic means constitutes a distance contract. In such cases, by accepting the present GTC, the Consumers explicitly request the Service Provider to start providing the Service before the deadline set in section 20 (2) of the Government Decree for Consumers expires. In such cases, based on section 20 (1) the Government Decree for Consumers, Consumers have the right to terminate the Agreement within the deadline as specified in section 20 (2) of the Government Decree for Consumers without providing an explanation.
- d) The Service Provider informs Consumers that no code of conduct within the meaning of the Act on the Prohibition of Unfair Business-to-Consumer Commercial Practices is available in connection with the Services.
- e) The Service Provider informs Consumers that if any disputed matters arise in

connection with the quality of the Service, furthermore the establishment of the agreement between the parties and its performance and it cannot be resolved directly with the Service Provider, the Subscriber qualifying as a consumer (i.e. solely a Subscriber who enters into an agreement with the Service Provider as a private individual) may approach a conciliation panel in the interest of resolving the dispute outside the scope of court proceedings.

- f) The Conciliation Panel having jurisdiction based on the registered seat of the Service Provider is:

Budapesti Békéltető Testület

Address: 1016 Budapest, Krisztina krt. 99

Phone number: +36 (1) 488-2131

Fax number: +36 (1) 488-2186

Email address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

However, Consumers may also approach the conciliation panel having jurisdiction based on their own home address or place of residence in the interest of amicably resolving the dispute.

## **15. Procedure to Be Observed in Case of Legal Disputes**

- a) The Service Provider and the Subscriber hereby stipulate the exclusive jurisdiction of the Budapest 2<sup>nd</sup> and 3<sup>rd</sup> District Courts with regards to their legal relationship based on this GTC.
- b) Further provisions to be observed in the case of legal disputes are included in the applicable Practice Statements.

## **Annex 1 - Data Processing Agreement Between the Data Processor and the Data Controller Based on the GDPR**

### **1. The Purpose of Data Processing**

- a) The purpose of data processing by the Service Provider is to perform the Service Agreement applicable to long-term preservation. The Service Provider cannot, in the context of normal operation, access any documents—i.e. Personal Data—deposited for qualified long-term preservation in the course of the operation of the long-term preservation archives and rendering the Service. Microsec will only have the right to decode the encryption key used during archiving, and thus to access preserved documents in case the Subscriber, as data controller, instructs it to do so in writing. Pursuant to its Practice Statement applicable to qualified long-term preservation, the Service Provider may accept such written instructions for the purpose of Customers being able to download documents stored in long-term preservation or to take them over on some kind of data storage media. In such cases, the Service Provider will decode the encryption with the participation of two archiving officials, who are responsible for the secure handling of decoded electronic documents, and their destruction after being released to the Customer.
- b) Pursuant to the above, data processing operations by the Processor are limited to the storage or, upon the Customer's instructions to this effect, the transmission of the Personal Data (however, the Processor will not have direct access to the Personal Data even during transmission). Accordingly, the Processor will not be aware of the kind of Personal Data that appear in preserved documents, nor whom the data subjects and what the purpose of processing may be. Concerning the Personal Data appearing in the preserved documents, the Customer shall represent that it had obtained the data subjects' consent to data processing or that it has other legal grounds regarding data processing. The Customer shall furthermore examine whether the data processing complies with the principles of purpose limitation and minimum data as laid down in the Data Protection Rules. The Customer shall be obliged to act with particular diligence in the case of Personal Data constituting special data based on the Data Protection Rules. The Processor will not be subject to any liability whatsoever in case the Controller uploads such document to the qualified archive that contains unlawfully obtained or stored Personal Data. Should the Processor incur any damage despite that, the Customer shall be obliged to fully indemnify the Processor.

### **2. The Customer's Rights and Obligations**

- a) The Customer shall process Personal Data in line with the Data Protection Rules.
- b) The Customer has the right to give written instructions to the Service Provider regarding the processing of Personal Data. Such instructions will be mandatory for the Service Provider, with the proviso that if performing the instructions requires the provision of services under the Service Agreement, then the Customer will be bound to pay any applicable fee items, and if the execution of the instructions involves incremental cost for the Service Provider, the Customer will refund such at the same

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time. The Service Provider will not be obligated to perform the Customer's instructions if that would be contradictory to the provisions of this Data Processing Agreement, the Service Agreement or any applicable Practice Statements, and the other provisions of the GTC.

- c) The Customer acknowledges that the Service Provider will have no access to Personal Data while providing the Service, so the Customer will not have the right to give any data processing related instructions to the Service Provider that would require accessing the Personal Data. In particular, the Service Provider cannot correct, delete or block Personal Data, nor cancel data processing in respect of a data subject's Personal Data, not including the case when the Customer requests the downloading or removal of an individually marked document from long-term preservation in line with the Practice Statement.
- d) While this Data Processing Agreement remains in effect, the Customer shall be obliged to retain its authorisation to control the Personal Data (i.e. it must have an appropriate legal basis for processing the data subject natural persons' data throughout the entire duration of the Service).
- e) As the controller, the Customer itself shall be obliged to provide the data subjects with the information prescribed by the Data Protection Rules about their data processed under the Data Processing Agreement. To this end, the Customer will take into consideration the information provided in the Service Provider's Privacy Policy.

### **3. The Service Provider's Rights and Obligations**

- a) The Service Provider may not use Personal Data for purposes other than those specified in the Service Agreement and this Data Processing Agreement.
- b) The Service Provider shall be obliged to process Personal Data in compliance with the applicable Data Protection Rules.
- c) The Service Provider will process Personal Data in compliance with the written instructions received from the Customer, subject to the terms provided for in Sections 2 b) and c).
- d) The Service Provider will make available all information to the Customer that may be necessary to certify compliance with the data processor's obligations specified in this Data Processing Agreement and the Data Protection Rules.
- e) The Service Provider will consent to the Customer conducting the data protection audit prescribed in the GDPR.
- f) The Service Provider will process Personal Data during the term of the Service Agreement. The expiry of the Service Agreement will result in the expiry of this Data Processing Agreement.
- g) The qualified long-term preservation service rendered in the scope of the Service Agreement qualifies as a trust service pursuant to the eIDAS Regulation, so the Trust Services Decree applies to the Service Provider. Based on Section 33 of the Trust Services Decree, the Processor as a qualified service provider shall be obliged to continuously log all events related to its IT system and the rendering of the qualified service, for the sake of operational continuity, preventing data loss, as well as ensuring IT security. Based on Section 34(1) of the Trust Services Decree, the Processor shall



log the calendar date and exact time when a logged incident occurred, the data required for the traceability and reconstruction of incidents, and the name of the user or other individual who triggered the respective incident. In connection with using qualified long-term preservation services, the Processor will log the use of the qualified long-term preservation archives in compliance with its logging obligation prescribed in the Trust Services Decree, and in doing so, data sets will be generated that may include personal data; however, such will not be the personal data appearing in the documents uploaded for long-term preservation, rather typically the certificate data of the individuals (Customers) who use long-term preservation services.

- h) The Service Provider is entitled to transmit the Personal Data in the mandatory cases prescribed by the Data Protection Rules, upon being called to do so by a competent court or the Data Protection Authority. If the Data Protection Authority or the competent court discloses such a decision to the Service Provider, the Service Provider will inform the Customer without undue delay, before taking any action requested in connection with the Personal Data, or—where the Data Protection Authority or the competent court expects a prompt response or one in a short time—as soon as reasonably possible, unless the applicable Data Protection Rule or decision explicitly prohibits informing the Customer in this way.
- i) The Service Provider shall ensure that individuals authorised to access files containing Personal Data commit to a non-disclosure obligation or that they will be subject to an appropriate non-disclosure obligation based on legislation.

#### **Data security**

- j) The Service Provider will make any and all technical and organisational arrangements that may be required to preserve the confidential nature and integrity of the Personal Data, furthermore to ensure their accessibility (and will document such arrangements appropriately), moreover will be obliged to safeguard the Personal Data from unauthorised use.
- k) The Service Provider shall regularly review the effectiveness of the technical and organisational arrangements it uses.

#### **Managing personal data breaches**

- l) In the case of a personal data breach, including the breach of data security to a degree that may lead to the inadvertent or unauthorised destruction, loss, alteration, disclosure or the unauthorised accessing of Personal Data, the Processor shall be obliged to apply the procedural policy provided for in the Privacy Policy published on its website (<https://e-szigno.hu/assets/docs/Privacy-Policy-Microsec.pdf>).

## **4. Returning or Destruction of Personal Data**

- a) In case the Service Agreement expires for any reason whatsoever, the Service Provider will delete Personal Data (or the documents containing Personal Data that were uploaded to the qualified long-term preservation archives). If the Customer instructs the Service Provider to carry out deletion at the time the Service Agreement expires, the Service Provider will delete all of the Customer's documents that were uploaded to the archives upon the expiry of the Service Agreement. The Customer will be able to access documents it has uploaded to the archives within 60 days after the Service Agreement's expiry.

- b) If the Customer does not provide instructions concerning the deletion of Personal Data (or the documents containing such that are uploaded to the qualified long-term preservation archives), the Service Provider will delete Personal Data (or the documents containing Personal Data that are uploaded to the qualified long-term preservation archives) in a non-recoverable manner on the 60th day from the expiry of the Service Agreement.
- c) If a Customer requests the Service Provider to delete a document uploaded to the qualified long-term preservation archives so that such deletion is not related to the expiry of the Service Agreement, the Service Provider will send confirmation pursuant to its Practice Statement confirming the deletion of the documents the Customer indicated from the archives.

## **5. Transmission of Personal Data**

- a) The Service Provider will not transmit Personal Data to any country outside the European Economic Area (EEA), unless the Customer initiates the deletion of a document from the qualified long-term preservation archives in such a country. Having regard to the fact that the Service is also accessible—in case of internet connection—from countries outside the European Economic Area (EEA), the Processor will perform the transmission of requested Personal Data in such cases, however, the Customer having requested the data transmission shall bear any and all liability associated with such data transmission (particularly establishing the secure IT environment required for data transmission).

## **6. Subprocessors (subcontractors)**

- a) The Service Provider currently does not engage any subprocessors in providing its long-term preservation services. Should this happen, the Service Provider will notify the Customer before implementing the change by way of the amendment of its Privacy Policy, at the same time indicating the new subprocessor's company name, registered office and the service it is to provide. If the Customer does not raise an objection to using a new subprocessor within 15 calendar days in writing, Microsec will have the right to use the new subprocessor for the indicated service. If the Customer does raise an objection within the given time interval, the Service Provider will make reasonable efforts in the interest of making it possible to avoid using the new and objected subprocessor. If the Service Provider is unable to implement such a change within 60 calendar days of when the objection was raised, the Customer will have the right to terminate the Service Agreement within 60 calendar days of receiving information to this effect from the Service Provider or—if the Service Provider does not respond—the expiry of the time available for implementing the change. In case a Customer does not exercise its termination rights within the available time limit, that must be deemed as consent granted for using the new subprocessor.
- b) The Service Provider shall be obliged to regularly audit the performance of its subprocessors, and will be liable for the conduct of its subprocessors as if it had acted on its own.

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## 7. Data Protection Audit

- a) During the term of this Data Processing Agreement the Customer and/or a reputable independent third-party auditor the Customer designates will have the right to examine the Service Provider and its subprocessors' facilities, moreover to verify whether or not the Service Provider operates its data protection system in compliance with the provisions set out in this Data Processing Agreement, if it is suspected that the Processor fails to comply with any provision in this agreement.
- b) Notwithstanding the above, this audit may not extend to the examination of data belonging to the Service Provider's other Customers, furthermore will not grant access to information related to the Service Provider's security systems/measures. The Processor must be notified about audits initiated by the Customer at least 30 days in advance. The notification shall reason the necessity of the audit and shall describe its envisaged scope. Audits may not trigger the unreasonable interruption of the processor's workflows, and may not exceed a duration of 30 days, which may be extended once in justified cases. Auditing may not involve (i) direct access to the qualified trust service provider's IT systems and premises, (ii) disturbing the processor's employees and causing significant extra work for them. To avoid any misunderstanding, the Parties confirm that the Customer will bear the costs related to data protection audits.