evrotrust ®

CONTRACT

FOR USE OF SERVICES ACCESSIBLE THROUGH THE APPLICATION OF EVROTRUST TECHNOLOGIES AD

Version: 1.0

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Утвърдил	Изпълнителен директор	Константин Безуханов	*06.01.2017 г.*	
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Вид на екземпляра и пореден №					
Оригинал	X	**Контролирано копие**		**Информационен**	

Разпространение на документа:	**Абонат:**
Вътрешно:	
Външно:	

Този документ е част от Система за управление на сигурността на информацията на "ЕВРОТРЪСТ ТЕХНОЛЪДЖИС" АД.
Всички потребители на този документ трябва да изпълняват изискванията на СУСИ за работа с чувствителна информация.

This document is part of the Information Security Management System of EVROTRUST TECHNOLOGIES INC.
Everyone who uses this document shall carry out the ISMS requirements for work with sensitive information.

I. GENERAL PROVISIONS

Definitions

Art. 1. Upon performing and interpreting the contract, the respective terms will have the following meaning:

1. Evrotrust Technologies AD ("Evrotrust") is a joint stock company with UIC: 203397356, head office and registered address: 1113 Sofia, Izgrev district, Iztok Residential District, 2 Nikolay Haytov Str., entrance D, floor 2, address for correspondence: Sofia, 101 Tsarigradsko Shose blvd., floor 6, tel. (+359 2) 448 58 58, email address: office@evrotrust.com, website: https://www.evrotrust.com/, as a qualified and non-qualified trust service provider, registered in the Trusted List of Qualified Trust Service Providers kept by the Communications Regulation Commission.

2. **Relying Party** means a natural or legal person other than the Client, as well as a public authority, which relies on electronic identification, on a trust service or another Service provided by Evrotrust.

3. **An electronic signature, an electronic document, electronic identification, trust services, an electronic seal, qualified certificates for qualified electronic signatures (QCQES), an advanced electronic signature, qualified electronic registered delivery services, as well as all other terms used in the Contract**, shall have the meaning set forth in the relevant applicable legislative acts, as such but not limited to: Regulation (EU) No. 910/2014 of the European Parliament and of the Council of July 23, 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC ("Regulation 910"), the Electronic Document and Electronic Signature Act ("EDESA"), the Electronic Identification Act ("EIC"), the Electronic Government Act ("EGA"), unless otherwise provided for in the Contract.

4. **Malicious acts** are acts and omissions violating the Internet ethics or causing damages to persons related to the Internet or associated networks, sending of unsolicited communications, (unsolicited commercial communications, SPAM, JUNK MAIL), FLOOD, gaining access to resources through other persons' rights and passwords, taking advantage of weaknesses in the information systems for personal benefit or for obtaining information (HACK), change of identity, performing activities that could be qualified as industrial espionage or sabotage, causing damage or destruction to information systems or datasets (CRACK), sending of Trojan horses or installation of viruses or remote control systems, disturbing the normal work of other users' of the Internet and associated networks, performing any actions that could be qualified as a crime or administrative offence under Bulgarian law or other applicable law.

5. **Web page** is a component or separate part of Website.

6. **Information system (System)** is each individual device or a set of interconnected or similar devices which in performance of a particular programme ensures, or one of its elements ensures automated data processing.

7. **Client** is a natural person who, in his/her personal capacity or as a legal or authorised representative of a natural or legal person, uses Services provided by Evrotrust.

8. **Personal Identification Number (PIN code)** is a digital code which is created and entered by the Client every time the Client starts the Application and which, in combination with other data, serves to identify the Client to the Application, ensuring the Client's access to his private keys.

9. **Application** is the mobile interface which is installed on the Client's device and enables to the use of the Services.

10. **Unforeseeable circumstance** is an event or action which is not or cannot be foreseen at the time of conclusion of the contract, which is not caused by Evrotrust's misconduct and which makes the provision of the Services impossible.

11. **Server** is a device or a system of interconnected devices on which or on some of which a system software is installed for the performance of tasks related to storage, processing, receipt or transmission of information.

12. **Tariff** is the price tariff specifying the Services and their prices.

13. **Website** ('website') is a particular place in the global Internet which is accessible through its uniform address (URL) by HTTP, HTTPS protocols or another standardised protocol and which contains files, programmes, text, sound, pictures, images or other materials and resources.

14. **Services** are all certification and trust services, electronic identification services, information and other services provided by Evrotrust and accessible through the Application.

15. **Devices** are hardware products or parts of them designed for realising connection to the interfaces of electronic communications networks. The devices by means of which the Services are usually used are mobile phones or other smart devices that meet the technical requirements for normal installation and functioning of the Application.

16. **IM communications (Instant Messaging)** are messages that the Application sends to or receives through the information system (the System) of Evrotrust.

Subject

Art. 2. (1) Evrotrust provides the Client, for free or against remuneration, with the Services through the Application, subject to the compliance and strict observance by the Client of the present contract, the Practices and Policies for service provision (together referred to as "Policies and Practices"), as well as the applicable legislation.

(2) The Policies and Practices are integral part of the present contract, and the latter, together with the Policies and Practices, is hereinafter referred to as "the Contract".

(3) The services are various, they are constantly supplemented and modified in order to be improved and expanded. For this reason, Evrotrust may at any time unilaterally amend their number, characteristics and conditions for their provision.

Installation of the Application

Art. 3. In order to use the Services through the Application, the Client is obliged to express prior consent to the Contract by taking the following steps.

Art. 4. In order to use the Services, the Client should:

1. have a Device ensuring the installation and normal functioning of the Application;

2. should have ensured connectivity of the used Device to the Internet in a manner that ensures the use of data transfer services at the necessary speed for effective access to the Internet;

3. should have ensured connectivity of the Device to the mobile network to allow the use of mobile services, including the possibility of receiving and sending short text messages (SMS), IM and email communications;

4. should have latest updated version of the Application installed on the Device and should keep it up-to-date.

5. should use an authentic version of the software of the mobile device which has not been a subject of hackers' attacks, decoding or other similar practices reducing the security of the Device.

Art. 5. Evrotrust publishes on its Website:

1. a list of the types of Devices which are compatible with the Application;

2. information of the versions of the Application with an option of directly downloading and installing them;

3. information of the Services and the actual scope of the Services;

4. the Tariff;

5. the Policies and Practices;

6. instructions regarding all other relevant technical requirements for using the Services.

Actions for conclusion of the Contract

Art. 6. (1) After installing and starting the Application on the Device, the Client reads and accepts the conditions of the Contract, together with the Policies and Practices, and activates the Application by moving the indicator in the filed "I accept the conditions of the Contract". In this manner, the Client makes a request

to Evrotrust to undertake actions for concluding the Contract, an integral part of which is an application for remote issuance of a qualified certificate for electronic signature.

(2) By performing the actions under item 1, the Client agrees to be contacted to the email address and mobile phone number specified by the Client upon registration, including by IM communications through the Application and SMS. Each successfully delivered communication to the specified email address, mobile phone number will be deemed duly delivered without necessity of acknowledgement of receipt. The successfully sent communication to the Client through the Application will be deemed securely and duly served electronic registered delivery (advanced or respectively qualified) pursuant to the Regulation.

Registration

Art. 7. The registration of the Client in the Application includes the following steps:
1. Creation of security codes (PIN and secret answers to control questions);
2. Specifying of personal data;
3. Identification;
4. Contact information and registration confirmation.

Creation of security codes

Art. 8. (1) Upon starting the Application, the Client chooses and enters his PIN and secret answers to the control questions. The secret answers to the control questions are used to recover a forgotten PIN, to change a PIN or to change information regarding the Client's registration.

(2) The PIN code is secret and is not stored by Evrotrust. It is used for decryption and real-time remote access of private keys of the Client. The latter is not entitled to provide the code to any third persons. If the Client does so, all statements by and to the Client will be deemed made by the Client, with all related legal consequences binding his legal sphere.

(3) Only within the Application, depending on the maintained functionality of the Device on which the Application is installed as well as on the software functionalities developed by Evrotrust, biometric data of the Client may be attached the PIN code, namely: fingerprint, voice tag, face shape, etc. The Client's biometric data will remain under his control at any time within his Device and the installed Application. They will not be processed and stored by Evrotrust, unless the Client explicitly requests so for the needs of the respective Services, in compliance with the personal data protection legislation in force.

Entry of personal data

Art. 9. (1) After creating the security codes, the Client enters his personal data in the respective fields in the Application and confirms their authenticity by pushing the button "Next". Thus, the data are automatically sent to Evrotrust's System.

(2) The Client will be able to correct the entered data until the Client pushes the button "Next".

Identification of the Client

Art. 10. The Client's identification and the data provided by him are checked in the following manner:

1. The Client makes a clear photo of his valid ID document using the camera on his Device and sends it to Evrotrust's System through the Application, following the instructions for taking the photo.

2. The data from the ID document are recognised automatically by Evrotrust's System.

3. Automated identification:

3.1. If technologically possible, Evrotrust checks up the Client's identity in an automated manner by exchanging the data established under item 1.2. with the registers of primary data controllers in the country.

3.2. The Client videoscans the biometrics of his face using the camera on his Device, following the instructions given in the Application.

3.3. If technologically possible, automated identification is carried out by automated comparison of the Client's facial biometrics with the Client's photo received pursuant to item 3.1;

3.4. Subject to successful verification of the ID document's validity under item 3.1. and successful identification under item 3.3., the Client is deemed to have been successfully identified and his personal identity data verified.

4. Semi-automated identification.

In case of unsuccessful automated identification under item 3.3, as well as in the absence of integrity under item 3.1, a real-time video conference call should be conducted between the Client and an operator from Evrotrust. In case of successful identification by the operator, the latter confirms the Client's identification and identity.

5. Identification on-spot – in the office of Evrotrust.

In case of the operator's refusal or inability to confirm the Client's identity and/or his personal identity data, under item 4, such identification may be confirmed only after the Client appears in person in an office of Evrotrust or of its partners specified in the Application, for the purpose of identification and verification of his identity by presenting a valid ID document. In such cases, the Client should confirm the authenticity of the data in the filled in documents by putting his handwritten signature before an authorised employee or representative of Evrotrust.

Verification of the representative power

Art. 11. (1) In case of ordering Services on behalf of natural or legal persons, in addition to the Client's identification, the legal representative power should be also verified in an automated manner by the available PIN, respectively UIC/BULSTAT, of the person represented the Client ("Proxy"). In case an automated verification cannot be performed, a document should be presented to prove the current state of the Proxy pursuant to the applicable law. Evrotrust will reserve its right to require that the Client should appear in person and/or present originals or notarised copies of documents proving his representative power.

(2) The verification of contractual representative power is performed with prior empowerment by the Proxy or his legal representative who is identified and uses qualified Services provided by Evrotrust, through recording the empowerment in a Register for Empowerment kept by Evrotrust. If the Proxy is not a Client of Evrotrust, the empowerment should be carried out by presenting a copy of a notarized power of attorney to an email address specified by Evrotrust or through the Application. Evrotrust verifies the validity of the power of attorney with the respective notary public who has certified the power of attorney.

Identification of third persons

Art. 12. (1) In case of existing contractual relations between Evrotrust and a third person which is a registration authority, the Client's identification under Art. 10 may be carried out by such third person as a representative of Evrotrust.

(2) In such cases, using the respective functionality in the Application, the Client indicates that he has already been identified and enters the identifier specified by the third person. Upon entering the identifier, the necessary data under Art. 9 regarding the Client are provided to Evrotrust by the third identifying person, the verification under Art. 10 is not carried out, but only the validity of the presented data is verified by relevant data exchange with the respective registers of primary data controllers.

(3) In case of discrepancy in the data, Evrotrust reserves its right to require from the Client to pass through the procedures under Art. 9 and Art. 10.

Confirmation of the registration and conclusion of the Contract

Art. 13. (1) For completion of the process under the preceding articles, the Application sends to the mobile phone number and email address specified by the Client communications with confirmation codes.

(2) After the successful entering and acceptance of the codes by Evrotrust's System, the Client pushes the button "Confirm", and thus makes a request to Evrotrust for issuance of QCQES and a request for signing of the Contract, together with the Policies and Practices. Evrotrust ensures an explanatory text before the button "Confirm" is pushed.

(3) By performing the actions under item 2, the Client requests from Evrotrust to provide a service for remote issuance of a qualified certificate for qualified electronic signature (QCQES), and Evrotrust in real time issues such, while ensures the signing of the Contract, together with the Policies and Practices, by means of qualified electronic signature. For avoidance of any doubt, by pushing the button "Confirm" under item 3, the Client signs the Contract, the latter is deemed concluded, and the registration process is completed.

(4) The Contract signed by the Client and Evrotrust is sent to the Client to his email address and through the Application.

(5) The text of the Contract is accessible for storage on the Client's Device in a manner that allows its subsequent reproduction in menu "Settings" of the Application, as well as in Evrotrust's Website http://terms.evrotrust.com.

(6) The Contract is concluded in Bulgarian or in another language maintained by the Application.

QCQES

Art. 14. (1) QCQES issued pursuant to Art. 13 is published immediately in the publicly available database of certificates kept by Evrotrust with public access thereto. If the Client expressly requests so, he can make a statement by clicking on the respective checkbox in the menu "Certificates" in the Application for control on the public access of the certificates issued.

(2) The issued QCQES is valid for 2 (two) years as of the date of its publication in the database of certificates kept by Evrotrust.

(3) The issued QCQES contains the mandatory attributes as per Regulation 910.

Change of the Device. Adding a new device

Art. 15. (1) In case of change of the Device or adding a new device, the Client is identified by the email address and PIN specified by him.

(2) The Application may be used by the Client via unlimited number of Devices. Evrotrust's System keeps a list of all active Devices through which the Client uses the Application.

(3) Each of the Devices used by the Client may be deactivated through the Application, from the menu "Settings" after bushing the button "Deactivate Device".

Amendment to the Contract

Art. 16. (1) Evrotrust may unilaterally amend the conditions of the Contract, the Policies and Practices, and the Tariff, notifying the Client of any amendment as required by law and publishing the amendments on its web page.

(2) If the Client disagrees with the amendments, the Client may waive the Contract, without specifying the reason and without owing any compensation or penalty. In such case, the Contract is automatically terminated upon receipt by Evrotrust of the Client's notice under item 3, unless Evrotrust has explicitly provided for a possibility of using the Services under the conditions before the amendments. This rule shall not apply to cases where the amendment in the conditions under the Contract results from an order or instructions issued by a competent body.

(3) The Client may exercise his right under item 2 by making a relevant statement to Evrotrust within one month under item 1. If within this term the Client does not state his disagreement with the amendments, the latter shall be deemed binding on the Client.

II. SERVICES

General provisions

Art. 17. (1) The Services which might be provided by Evrotrust through the Application include, but not limited to: trust services related to the issuance, maintenance and management of certificates for electronic signature, for electronic seal and authenticity of websites; electronic time stamps; electronic identification; electronic registered delivery service; qualified and non-qualified validation of qualified and advanced electronic signatures, electronic seals, time stamps, secure delivery and authenticity of websites; qualified storage and remote using of private keys for creation of and storage of electronic signatures, electronic seals and cryptographic keys; safe storage of electronic documents and other information objects, etc.

(2) All Services accessible through the Application are regulated in the Policies and Practices. Besides, if technically possible, services provided by other trust service providers may be used and/or ordered through the Application. Such services will be provided in compliance with the applicable policies and practices of the respective service provider.

(3) The Services are ordered by the Client through the Application.

(4) Upon ordering Services through the Application, the Client accepts all applicable Policies and Practices, and the latter become an integral part of the Contract.

Contractual relations with Proxies

Art. 18. Upon ordering Services on behalf of a Proxy, the Client accepts the conditions of the Contract and all Policies and Practices applicable to the ordered Services. Thus the Client concludes a contract with Evrotrust on behalf of the Proxy.

III. PRICES. METHODS OF PAYMENT.

Art. 19. Evrotrust provides services free of charge or paid as defined in the Terms and Conditions for using the services available through the application of Evrotrust ("Tariff"). The tariff is available in the Annex and at http://tariff.evrotrust.com.

Art. 20. Evrotrust reserves the right to unilaterally change the prices announced in the Tariff in compliance with the current legislation. The change in prices does not affect the use of already paid by the Client Services.

Art. 21. (1) The prices for using the Services are paid by the Client of Evrotrust or by the Relying Party in accordance with the arrangements between them.
(2) The prices for the use of the Services are due as provided for in the Tariff:
1. at each separate use of the Service; or
2. otherwise specified in the Tariff.
(3) May the price for a Service be due by the Client, the Annex shall visualise accurate information on its value with all due taxes and other costs including indication when the liability for payment occurs.

Art. 22. Payment of the Services by the Client is made either:
1. through the "Wallet" Service on the App Store or Google Play;
2. as a value added service of the mobile operator to which the Client is a subscriber, where the value of the Client Services is included in the monthly invoice to the Client of the mobile operator for the respective month;
3. direct debit of the payment account of the Client with his prior consent, when Evrotrust is integrated with the provider of payment services; or
4. otherwise provided for in the Tariff.

Wallet

Art. 23. (1) The "Wallet" Service on the App Store and Google Play allows the Client to pay the cost of the paid Services until the depletion of the prepaid amounts by him.
(2) The Client can charge his Wallet by prepaying an amount at his choice through his profile in the App Store or Google Play.
(3) As provided by the functionality of the Application functionality, the Client can pay from his wallet the total or part of the paid Services where the due amount for each order for paid Services will be deducted from his prepaid amount. If the ordered Service cost exceeds the value of the available prepaid amount in the Wallet, the Client can use another available payment method or charge his Wallet with an additional amount before executing payment of the ordered Service.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

Rights and obligations of Evrotrust

Art. 24. (1) Evrotrust is entitled:
1. at his discretion and without sending a warning to suspend or temporarily restrict the access of the Client to the Services if there is evidence or suspicion that the Client uses the same in violation of the existing legislation or the Contract;
2. request from the Client and process all data necessary for the successful identification and registration of the Client in the Application and verification of the provided by the Client data as well as any additional information necessary for the provision of Services;
3. to publish in its publicly available database all certificates issued by him and the information they contain in accordance with the legal requirements and Client guidelines (as far as permitted).
(2) Evrotrust has no obligation nor the objective possibility to control the mode and/or the purposes for which the Client uses the provided Services, nor is obliged to seek facts and circumstances indicating any illegal activity carried out.

Art. 25. (1) Evrotrust shall:
1. provide Services to the Client under the terms of this Contract and the applicable legislation;
2. immediately take action on the suspension, renewal and revocation of certificates issued by him upon establishing the justification for this;

3. promptly notify the Client of the circumstances regarding the validity or reliability of any certificate issued by him;
4. publish and update in electronic form a public list of the revoked certificates.

Rights and obligations of the Client

Right of withdrawal

Art. 26. Pursuant to the Consumer Protection Act the Client has the right, without compensation or penalty and without giving any reason, to withdraw from a distance contract as is this Contract within 14 days from the date of its conclusion. Whereas the Services are provided immediately after being ordered, by accepting the terms of the Contract and by requesting the issuance of QCQES under Art. 13, the Client gives his express and prior consent and acknowledgement that he is aware that he will lose his right of withdrawal after QCQES is issued.

Art. 27. (1) The Client has the right of access to the Services subject to the terms of the Contract and the access requirements set by Evrotrust for each type of Service.
(2) The Client agrees to observe the conditions set by Evrotrust with regard to the Service specifics depending to the type of mode of delivery, as well as to any policy adopted by Evrotrust and intended to protect or improve the quality and reliability of the Services.
(3) The technical equipment, software, access to mobile phone services and data transmission over the cellular network necessary for using the Services is ensured by the Client.

Art. 28. (1) The Client has the obligation when using the Services:
1. to comply with the Contract and applicable legislation;
2. not to violate foreign material or moral rights, including intellectual property rights;
3. immediately to notify Evrotrust in case of violation done or detected while using the Services;
4. not to impersonate another person or otherwise mislead Evrotrust or third parties with regard of his identity;
5. to provide true, accurate and complete information required by Evrotrust under this Contract, Policies and Practices, and the applicable law, when making his registration and identification, as well as with any other use of the Application and/or Services;
6. to use electronic mail (e-mail), phone number and a mobile device that is solely under his control; For any change the Client shall immediately notify Evrotrust;
7. to verify the completeness and accuracy of the certificate content and in the event of a discrepancy between the information and the content of the certificate immediately to notify Evrotrust;
8. to discontinue the use of the Application, the Service and the issued certificates in case of suspicion of any compromise of PIN or in case of losing a Device with an installed Application, to submit immediately to Evrotrust a request to suspend/block/cancel (revoke) it;
9. to notify Evrotrust immediately if a change in the information provided by him in connection with the use of the Application and/or Services occurs and request for immediate cancellation (termination) of the issued certificates in case the information included has changed;
10. To use the Application, Service and Evrotrust certificates only according to their designated key usage;
11. not to perform malicious actions.
(2) In case of breach of any of those specified in item 1 above obligations by the Client, Evrotrust may cancel (terminate) or suspend immediately and without notice the provision of the Services or to terminate without notice the Contract, and inform the competent authorities of suspected unlawful acts.
(3) The Client has the obligation to take all care and make the necessary steps to protect his PIN and not to disclose it to third parties and to protect his devices. The Client bears full responsibility for protecting his PIN, as well as for all acts performed by him or by third parties through its use.

Limitation of Evrotrust's liability

Art. 29. (1) The Client is solely responsible for the use of his PIN, and for each allowed by him use of it by third parties. The Client is solely responsible for the protection of his devices with installed Application and for each admitted use of them.

(2) Evrotrust shall not be liable to the Client for any damages resulting from any provided by the Client incorrect, incomplete or inaccurate data.

(3) Evrotrust shall not be responsible for damages caused:

1. on software, hardware, the Device or other telecommunications equipment, or for loss of data arising from materials or resources searched, loaded or used in any way by using the Services;

2. by untimely or unsolicited request from the Client for suspension/ blocking/ cancellation (revocation) of the Application, Services and/or the issued certificates to the Client;

3. due to Client's default under the Contract, Policies and Practices and under all other documents being an integral part of the Contract, and for damages caused by a breach of obligations of the Client under the current legislation;

4. By using the certificate outside its registered uses and limitations of its effect.

(4) Evrotrust is not responsible for the availability and quality of goods and/or content of services provided to the Client by third parties, including Relying parties, sending electronic statements to which are delivered through the Application. Since the actions of these third parties are not under the control of Evrotrust, the same is not responsible for the illegal nature of the activity of these third parties or for the occurrence, ensuring implementation, modification and termination of commitments and obligations in relation to the services or goods offered by third parties and is not responsible for any damages or lost profits arising from such relationships.

(5) The Client represents and agrees that the use of Services and Applications will be entirely at his own risk and responsibility and that Evrotrust is not responsible for any damages caused to the Client unless they are caused by Evrotrust intentionally or due to a gross negligence or if the law expressly provides otherwise.

Art. 30. (1) Evrotrust is not responsible for the failure of Services in the event of circumstances beyond its control - cases of force majeure, fortuitous events, problems in the global Internet or in the electronic communications networks or in the provision of services beyond the control of Evrotrust, and in case of unauthorized access or third party intervention in the functioning of the Application through the Client's Device.

(2) Evrotrust shall not be liable to the Client and third parties for damages and lost profits incurred due to the termination, suspension, modification or limitation of Services.

(3) The Parties agree that Evrotrust is not responsible for the failure to provide Services or for providing them with poor quality as a result of tests or prevention carried out by Evrotrust aiming to check the equipment, connections, networks, etc., as well as tests aimed at improving or optimising Service delivery. In such cases Evrotrust shall notify the Client of possible temporary failure of Services respectively for their poor quality, by sending IM message or a short text message (SMS), and an e-mail to the registered e-mail.

Art. 31. The Client shall indemnify Evrotrust for all damages and lost benefits including paid fines, paid legal fees and other expenses as a result of claims by and/or compensations paid to third parties in connection with the violations by the Client of his obligations under this Contract, Policies and Practices and all other documents constituting an integral part of the Contract, and for damages caused by a breach of obligations of the Client under the current legislation.

Intellectual Property Rights

Art. 32. (1) Intellectual property rights for the Application and for all other software applications and products, databases and other materials and resources relating to the provision of Services subject to protection under

the Copyright and Related Rights Act belong to Evrotrust or to the respectively specified person that has ceded the right to use to Evrotrust, and cannot be used in violation of the current legislation.

(2) The Client's right of access to the Services does not include the right to copy or reproduce information and to use intellectual property, unless it is a negligible amount of information intended for personal use, provided it does not unreasonably harm the legitimate interests of the authors and other holders of intellectual property rights and in the event that copying or reproducing is performed for non-commercial use. Independent thereof, the Client has no right to remove trademark signs of intellectual property from materials made available to him, notwithstanding whether the holder of the rights is Evrotrust or a third party.

IV. PERSONAL DATA PROTECTION

Personal data

Art. 33. (1) Whereas in the provision of some Services Evrotrust acts as a person performing public functions and at the same time as an organisation providing public services under EGA, in providing these services Evrotrust does not require the Client to present or prove already collected or created data but is obliged to collect them ex-officio from the primary data controller (the Ministry of Interior, the Ministry of Regional Development and Public Works, etc.). In case of change in the Client personal data, the relevant primary data controllers send the changed Client data to Evrotrust automatically.

(2) With regard to the above and in relation with the provision of Services Evrotrust has the obligation and / or the right to collect, use, store and process otherwise Client information. The information by which the Client can be identified may include name, personal identification number, address, mobile phone number (MSISDN), e-mail, video conference records and electronic copies of identity document, HASH values and any other information that the Client enters or submits voluntarily upon registration activation and use of the Application and/ or Services. The information includes any information that the Client enters, uses or provides in order to use the Services or is respectively gathered or made available to Evrotrust otherwise as result from applying for and the usage of the Services by the Client.

(3) The Client is considered informed and expressly agrees that Evrotrust can process the above mentioned in item 2 information.

(4) Evrotrust has the right but not the obligation, to automatically retain certain information that the Client's Device sends to the Application in connection with the activity of the latter. This information may include data on the type of device used, the type of the used with the device operating system, the language settings chosen by the Client, the number electronic submissions and the number of unsuccessful attempts to use the Services, if any. This information is used to analyse the effectiveness and for improving the quality of the offered Services, and for statistical purposes.

Processing of information for the Client

Art. 34. (1) Evrotrust takes due diligence and responsibility for the protection of Client information, that became known to him in connection to the provision of Services, except in cases of force majeure, accident or Malicious acts of third parties.

(2) Evrotrust has indicated in the Application the compulsory or voluntary nature of data provision and the consequences from the refusal to provide them. For the avoidance of any doubt the provision of the listed in the Contract data required for registration, identification and/ or activation of the Application represent a prerequisite for the use of Services and not providing them constitutes an obstacle for the successful registration or activation.

(3) Evrotrust processes and stores Client information throughout the duration of the Contract. Evrotrust processes and stores Client information also after the termination of the Contract within the terms and conditions determined in accordance with applicable law.

(4) Where for the purposes of using the Services the Client provides data on third parties Evrotrust, the Client declares and undertakes to guarantee that he has the right to provide the relevant data and is responsible to duly inform the third parties pursuant to the applicable law.

Purposes for which the information can be used

Art. 35. (1) Evrotrust collects and uses information under Art. 33 for the purpose of carrying out registration of the Client, of ensuring a secure Client identification, for verification of the data provided by him and of his representative authority, for the actions prior to the conclusion of the Contract made upon the Client' request, for the purposes of execution of the Contract, for the provision of Services and proper functioning of the Application, for the implementation of the provided by law obligations of Evrotrust, for reproducing and evidencing of the Client's electronic statements in the event of a dispute or in cases where reproduction or proof of the same is necessary to fulfil the obligations of the Relying parties or of a third party pursuant to the applicable law, to create a secure environment for the exchange of messages between him and Evrotrust, and for other purposes provided for in the Contract and for statistical purposes.
(2) In the event of his explicit consent for this in the Application, the Client agrees to the processing of personal data for direct marketing purposes and specifically for purposes relating to offering new products and/or Services from Evrotrust or third parties, for promotions, for organizing lotteries, inquiries, surveys and Client tailored Services. The Client has the right to withdraw his consent at any time.

Rights in relation to personal data

Art. 36. The Client has the following rights under the Personal Data Protection Act:
1. The right of access to personal data processed by Evrotrust;
2. The right to correct and update his personal data processed by Evrotrust;
3. The right to request deletion, correction or blocking of personal data where the processing does not meet the requirements of applicable law;
4. The right to require Evrotrust to notify third parties to whom it disclosed personal data, of any deletion, rectification or blocking of such data, except in cases where this is impossible or involves a disproportionate effort from Evrotrust;
5. The right to object at any time to the processing of personal data for direct marketing purposes; and
6. The right to be informed before personal data are disclosed for the first time to third parties or used on their behalf for the purposes of direct marketing, where the Client is given the opportunity to object to such disclosure or use.

Disclosure of information

Art. 37. (1) Evrotrust undertakes not to disclose any personal information about the Client to third parties - public authorities, companies, individuals and others, unless:
1. it is provided for in the Contact or Evrotrust has obtained the express consent of the Client upon registration or later;
2. it is necessary to fulfil a statutory obligation of Evrotrust;
3. the information is required by state authorities, judicial authorities or officials entitled by law to demand and collect such information in accordance with the statutory procedures;
4. the disclosure of personal data by Evrotrust is necessary to protect the rights and legitimate interests of Evrotrust or the Relying parties;
5. the information is provided to Subcontractors for activities assigned by Evrotrust (data processing entities); as well as
6. in other specified in the Contract or by the law cases.

(2) The provision of Services is essentially related to receiving, transmission, storage, providing and processing of Client data through the system of Evrotrust towards Relying parties and the exchange of such data between them and Evrotrust under the applicable law and the established contractual relations between all above mentioned persons. The Client is informed of the above and expressly agrees his data to be disclosed to third parties for the purposes of providing the Services.

V. TERMINATION OF THE CONTRACT

Termination

Art. 38. (1) Except in the cases provided for in the Contract, it is terminated upon:
1. ceasing of operation or termination of Evrotrust;
2. termination of maintenance of the Application;
3. deletion of the Client's account of the Application;
4. a mutual agreement between the Parties; or
5. other cases provided by law.
(2) The Client has the right at any time in its sole discretion to suspend the use of the Services and to terminate the Contract by deleting the installed Application from his Device. If the Application is used by the Client on several Devices, then deleting the Application from one of them does not terminate the Contract, unless the Client has deleted his account.

Effect of termination or rescission of the Contract

Art. 39. The Client shall be deemed informed and agrees that all electronic statements made until the termination or respectively the rescission of the Contract are sent automatically though the Application and no possibility of their suspension or revocation, irrespective of the subsequent termination or rescission of the Contract.

VI. OTHER PROVISIONS

Written form

Art. 40. The written form shall be deemed complied by sending IM message, short text message (SMS), e-mail, pressing a virtual button in the Application or ticking a box (check box) in the Application etc., as far as the statement is technically recorded in a manner that allows it to be reproduced.

Invalidity

Art. 41. The Parties declare that in the event of any clause/ some clauses in this Contract appear/s to be invalid this entails no invalidity of the Contract, of other clauses or of parts thereof. The invalid clause shall be replaced by the mandatory rules of the law or the established practice.

Applicable law

Art. 42. For all outstanding issues in the Contract, the provisions of the applicable legislation in Bulgaria are applied.

Jurisdiction

Art. 43. All disputes arising out of this Contract or related to it, including disputes arising from or relating to the interpretation, invalidity, breach or termination of the contractual relationship shall be settled by mutual consent between Evrotrust and the Client. If the parties do not reach an agreement, the dispute shall be referred for settlement to the competent Bulgarian court. If the subject of dispute between the Parties concerns property rights, it will be referred for settlement to the competent court in Sofia.

The Conditions of the Contract for use of services accessible through the Application of Evrotrust Technologies AD were adopted with a resolution of the Board of Directors of Evrotrust Technologies AD on 06.01.2017

Регистриране на измененията																			
Страница																			
Валидно изменение																			