

V. 2.2/ 15.08.2022

I. GENERAL PROVISIONS

Definitions

Art. 1. For the application and interpretation of the Contract, the terms used shall have the following meaning:

Evrotrust Technologies AD (Evrotrust) is a joint-stock company with UIC 203397356, having seat and management address in 1113, Sofia City, Izgrev District, Iztok Residential Complex, 2, Nikolay Haytov St, entr. 5 /Δ/, fl. 2, correspondence address: the city of Sofia, 1766, "Okolovrasten pat" 251G, Business center MM, floor 5, tel. (+359 2) 448 58 58, e-mail address: support@evrotrust.com, website: <https://www.evrotrust.com/>, as a provider of qualified and unqualified trust services, entered in the list of qualified trust service providers kept by the Communications Regulation Commission, as well as in the list of qualified providers from the member-states kept by the European Commission.

1. **A relying party** means a natural or a legal person different from the Client, as well as a public sector body that relies on electronic identification, trust service, or another service provided by Evrotrust.

2. **Electronic signature, electronic document, electronic identification, trust services, electronic seal, qualified certificate for a qualified electronic signature (QCQES), advanced electronic signature (AES), qualified electronic registered delivery service, as well as all other terms used within the Contract** shall have the meaning provided for in the applicable legal acts, such as, but not being limited to, Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (Regulation (EU) No 910/2014), the Electronic Document and Electronic Trust Services Act (EDETSA), the Electronic Identification Act (EIA), the E-Governance Act (EGA), unless expressly provided otherwise within the Contract.

3. **Malicious acts** are acts or omissions violating Internet ethics or causing damages to persons connected to the Internet or to associated networks, sending unwanted messages (unwanted commercial messages, SPAM, JUNK MAIL), channel flooding (FLOOD), getting access to

resources with someone else's credentials and passwords, taking advantage of faults in information systems for the purposes of one's own benefit or in order to obtain information (HACK), change of identity, performing acts that may be qualified as industrial espionage of sabotage, damaging or destroying information systems or arrays (CRACK), sending "Trojan horses" or causing viruses or remote control systems to be installed, disturbing the normal work of other Internet and associated network users, performing any acts that may be qualified as a criminal act or administrative violation under the Bulgarian legislation or any other applicable legislation.

4. **Webpage** is a compound or individual part of a website.
5. **Information system (a system)** is each separate device or an aggregate of interconnected or similar devices which, or a certain element of which, in performance of a certain programme, provides automatic data processing.
6. **Client** is a natural person that, in his/her personal capacity, or as a legal or authorized representative of a natural or legal person, uses services of Evrotrust.
7. **Personal identification code (PIN)** is a digit code which is created by the Client and is entered by him/her each time when the Application is launched, and which, in combination with other data, is used for identification of the Client in the Application and for remote access of the Client to his/her private keys.
8. **Application** is the mobile interface which is installed on the Client's device and allows for the services to be used.
9. **Unforeseeable circumstance** is an insurmountable circumstance or act, which could not be foreseen or predicted as at the moment of concluding the Contract, which does not include a fault on the part of Evrotrust, and which makes the provision of the services impossible.
10. **Server** is a device on which, or a system of connected devices on any one of which, a system software is installed for performance of tasks related to storing, processing, accepting or transmitting information.
11. **Tariff** is the price tariff where the services and the prices for their use are described.
12. **Website** is a designated place within the global network of Internet, accessible through its uniform address (URL) via an HTTP, HTTPS, or another standardized protocol, and containing files, programs, text, sound, pictures, images, or other materials and resources.

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

14. **Devices** are hardware products or parts of them intended for connection to the interfaces of public electronic communications networks. The devices through which the services can normally be used are mobile phones or other smart devices which comply with the technical requirements for normal installation and functioning of the Application.

15. **IM messages (Instant Messaging messages)** are messages which the Application sends to or receives through the information system (the system) of Evrotrust.

16. **Trust services** - the services pursuant to Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market, provided by Evrotrust through the Application.

Subject

Art. 2. (1) Evrotrust, free of charge or for remuneration, provides the services to the Client through the Application, provided that the Client complies with and strictly follows this Contract, the General Terms and Conditions for provision of trust, information, cryptographic and consulting services, the Practices and Policies for provision of trust services (referred to collectively as Policies and Practices), as well as the effective provisions of the legislation applicable to the Contract.

(2) The General Terms and Conditions, Policies and Practices form an inseparable part of this Contract, the latter, together with the Policies and Practices, hereinafter referred to as the Contract.

(3) The services are diverse, constantly supplemented and modified for the purposes of their improvement and broadening of their scope; based on this, their number, characteristics and the conditions for their provision may be unilaterally changed by Evrotrust at any time.

Installation of the Application

Art. 3. In order to use the services through the Application, the Client is obliged to give his/her prior consent to the Agreement, following the steps below:

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

1. have a device allowing the Application to be installed and to function normally;

2. have ensured connection between the device used by him/her and the Internet, in a way that makes it possible for data portability services to be used at a speed which allows for functional access to the Internet;
3. have ensured connection between the device and a mobile network, in a way that allows for mobile services to be used, with included opportunity for receiving and sending short text messages (SMS), IM messages and electronic mail (e-mail);
4. have the latest updated version of the Application installed on the device and keep the installation up-to-date;
5. use an authentic version of the mobile device software, which has not been subject to hacker attacks, decoding or other similar practices through which the device security has been decreased.

Art. 5. Evrotrust publishes on its website:

1. information about the Application, with a possibility for it to be directly downloaded (download) and installed;
2. information about the trust services and their current scope of applicability;
3. a Tariff;
4. the Policies and Practices;
5. General Terms and Conditions of the Contract for provided trust, information, cryptographic and consulting services.

Actions for concluding the Contract

Art. 6. (1) After installing the Application and launching it on the device, the Client must familiarize himself/herself with and agree to the Contract, together with the General Terms and Conditions, Policies and Practices. By moving the pointer to the field "I agree to the Terms and Conditions", the Client initiates the process of registration and conclusion of the Contract.

(2) By taking the actions under item 1, the Client agrees that the communication with him/her shall be carried out through the e-mail address and mobile phone number indicated by him/her upon his/her registration, including by IM messages through the Application, as well as by short text messages (SMS). For the relationship between Evrotrust and the Client with regard to the conclusion of this Contract and its implementation, the parties agree that the statements through

outgoing text messages from the phone number and e-mail indicated by the Client, and the statements by text messages from the Application, indicated phone number and e-mail of Evrotrust respectively, shall be considered signed with an electronic signature pursuant to Art. 3, item 10 of Regulation (EU) No 910/2014, having legal effect equivalent to that of a handwritten signature.

(3) Each message which is successfully sent to the indicated e-mail and mobile phone number shall be considered duly served, without any need of confirmation of receipt. A message successfully sent to the Client through the Application shall be considered securely and duly served through the electronic registered delivery service or through the qualified electronic registered delivery service, pursuant to Regulation (EU) No 910/2014.

Registration

Art. 7. Registration of the Client in the Application consists of the following steps:

1. Creation of security codes (PIN code and answers to secret password);
2. Identification as per identity document;
3. Face recognition (automatic or by an operator's assistance);
4. Information for contact and confirmation;
5. Confirmation of the registration;
6. Issuance of a qualified certificate for a qualified electronic signature;

Creation of security codes

Art. 8. (1) Upon launching the Application, the Client shall choose and enter his/her PIN code and secret password. The secret password is used to recover a forgotten PIN code.

(2) The PIN code is personal and is not stored by Evrotrust. It is used for decryption and real-time remote access to the private keys of the Client. The Client has no right to share his/her code with third parties. If the Client does so, all statements from and to him/her which are made through the Application, shall be considered made by the Client and addressed to him/her respectively, and they shall be considered signed with a signature having legal effect equivalent to that of a handwritten signature, with the legal consequences which follow and which are binding for this legal field.

(3) Within the Application and only within it, depending on the supported functionality of the device on which the Application is installed, as well as on the software functionalities developed by Evrotrust, the PIN code may have Client's biometric data attached to it - such as fingerprint, face shape, etc. The Client's biometric data remains under his/her control at any time within his/her device and within the Application which is installed. It is neither processed, nor stored by Evrotrust, unless this is necessary for any relevant services in compliance with the requirements of the legislation on personal data protection which is in force.

Client identification

Art. 9. Identification of the Client and verification of the data provided by him/her is performed in the following way:

1. The Client makes a clear copy of his/her valid identity document using the camera of his/her device and sends it to the system of Evrotrust through the Application, following the instructions for taking the photo.
2. The data from the identity document is recognized by the system of Evrotrust in an automated way.
3. Automated identification:
 1. Where this is technologically possible, Evrotrust makes an automated verification of the Client's identity by the relevant exchange of the data established in item 1 and 2 with the registers of the primary data controllers in the country which has issued the Client's identity document, provided that such access is granted by the jurisdiction of the country which has issued the identity document.
 2. Where no integration with registers of primary data controllers is available, such data is extracted through the NFC chip of the document.
 3. The Client takes a photo of his/her face with the camera on his/her device, in accordance with the instructions given by the Application.
 4. Where this is technologically possible, an automated identification is performed, comparing in an automated way the taken biometric data of the Client's face with the Client's photo received in accordance with items 3.1 or 3.2.;

5. Upon successful verifications of the identity document validity under item 3.1., and upon successful identification pursuant to item 3.3., the Client is considered successfully identified and his/her identity is verified.

4. Semi-automated identification:

Upon unsuccessful automated identification pursuant to item 3.3, as well as in the cases where no integration is available under item 3.1, a real-time video conference call is held through the Application between the Client and an Evrotrust operator. Upon successful identification by the operator, the latter confirms the identification and identity of the Client. Where public registers for verification of identity document validity or of the person's status are available, the respective enquiries are made ex officio.

Verification of representative powers

Art. 10. (1) When requesting services on behalf of natural or legal persons, in addition to identity establishment and identification of the Client in accordance with Art. 9, an automated verification of the legal representative powers of the Client is also performed. The verification is performed in accordance with the identification data for natural or legal persons which is legally regulated and provided for in the legislation of the country of registration of the legal person. For the cases where automated verification cannot be performed, Evrotrust reserves the right to request that the Client physically present himself/herself and/or provide documents certifying his/her representative powers.

(2) Verification of contractual representative powers is performed by prior empowerment on the part of the represented person or their legal representative that has been identified and uses qualified services of Evrotrust, by entering the empowerment in an Empowerment Register kept by Evrotrust. If the represented person is not a Client of Evrotrust, empowerment is performed by providing a copy of a notarized power of attorney either to an electronic address specified by Evrotrust, or through the Application.

Identification through a third party pursuant to Art. 24, par. 1 of Regulation (EU) No 910/2014

Art. 11. (1) Where any relevant contractual relations between Evrotrust and a third party exist, Client's identification under Art. 9 may be performed by such third party for the relying party

(Evrotrust).

(2) The necessary data regarding the Client is provided to Evrotrust by the third party and verification to confirm that the provided data is up-to-date is performed through the respective exchange of data with the available registers of primary data controllers concerning it.

(3) Upon any discrepancies in the data, Evrotrust reserves the right to request that the Client go through the processes under Art. 9 again.

Confirming the registration and concluding the Contract

Art. 12. (1) To complete the process of Client identification pursuant to the articles above, Evrotrust, through the Application, sends to the mobile phone number and e-mail address (if provided) indicated by the Client, messages with codes for confirmation.

(2) Having successfully entered and accepted the codes by the system of Evrotrust, the Client shall press the "Confirm" button, thus requesting Evrotrust to issue a QCQES and asking that the Contract be signed, together with the General Terms and Conditions, Policies and Practices.

(3) Taking the actions under item 2, the Client requests from Evrotrust the remote QCQES issuance service, Evrotrust issues a QCQES to the Client in real time and ensures that the Contract, together with the General Terms and Conditions, Policies and Practices, is signed with a qualified electronic signature. For the avoidance of any doubt, by pressing the "Confirm" button pursuant to item 2, the Client signs the Contract, the Contract is considered concluded, and the registration process is completed.

(4) The Contract signed by the Client and by Evrotrust is accessible in the Application.

(5) The text of the Contract is accessible for storage in the Client's device in a way that allows for its subsequent reproduction in the "Settings" menu of the Application. The Contract is concluded in Bulgarian, or in any other language supported by the Application and chosen by the Client. By choosing the language in which the registration is performed and the Contract is signed by the Client, it is assumed that this is the mother tongue of the Client, or that the Client understands the chosen language.

QCQES

Art. 13. (1) The QCQES issued in accordance with Art. 12 is immediately published in the

Certificates Register of Evrotrust, where access to it is available. If the Client expressly wishes to do that, he/she may state his/her wish by pressing the respective button in the "Certificates" menu of the Application for control over the public access to the issued certificates.

(2) The issued QCQES has a validity period of 2 (two) years from the date of its publication in the Certificates Register of Evrotrust.

(3) The issued QCQES contains the mandatory information in accordance with Regulation (EU) No 910/2014.

Change of device. Adding a new device

Art. 14. (1) Upon change of the device or when adding a new device, The Client identifies himself/herself with the chosen authentication methods and in accordance with the requirements of the Security Policy of Evrotrust which is in force.

(2) It is possible for the Application to be used by the Client through an unlimited number of devices. In the system of Evrotrust, a list is kept of all active devices through which the Client uses the Application.

(3) Each of the devices used by the Client can be deactivated through the Application, from the "Settings" menu, after pressing the "Deactivate device" button.

Amendments to the Contract

Art. 15. (1) Evrotrust may unilaterally amend the terms of the Contract, General Terms and Conditions, Policies and Practices, as well as of the Tariff of Fees, by publishing them on its webpage and in the Application by a link to the webpage of Evrotrust.

(2) In the event that he/she does not agree to the amendments, the Client may withdraw from the Contract without giving any reason and without owing any compensation or penalty. In this case, the Contract is automatically terminated with receipt of the Client's notification under the previous sentence by Evrotrust, unless Evrotrust has expressly indicated that it is possible to continue using the services under the terms which were in force before the amendment. This rule does not apply to cases where the amendment in the terms of the Contract comes as a result of an order or instruction issued by a regulatory or competent body, such amendments being expressly indicated by Evrotrust.

(3) The Client may exercise his/her right under item 2 by making the respective statement to Evrotrust within one month from publication of the amendments under item 1. If, within this deadline, the Client does not state that he/she does not agree to the amendments, he/she shall be considered bound by them.

II. SERVICES

General Provisions

Art. 16. (1) The services which can be provided by Evrotrust through the Application include, but are not limited to: trust services for issuing, maintaining and managing certificates for electronic signature/seal and for website authentication; qualified electronic time stamps; electronic identification; a qualified electronic registered delivery service; qualified validation of qualified electronic signatures/seals, secure serving and authentication of websites; qualified storage of qualified electronic signatures/seals and remote use of private creation keys, as well as of the electronic signatures/seals and cryptographic keys themselves; safe storage of electronic documents and other information objects, etc.

(2) The services are requested by the Client through the Application. This Contract is concluded for those of the above-mentioned services which the Client has requested. At any time during the period of validity of the Contract, the Client may include the use of a new service, stating that through the respective buttons of the Application and agreeing to the terms and conditions for its use.

(3) When requesting services through the Application, the Client agrees to all Policies and Practices applicable to them, and they become an inseparable part of the Contract.

(4) Evrotrust reserves the right to modify an already existing Service.

Contractual relations with represented persons

Art. 17. When requesting services on behalf of a represented person, the Client agrees to the terms of the Contract and all Policies and Practices that apply to the requested services, thus concluding a contract with Evrotrust on behalf of the represented person.

III. PRICES. METHODS OF PAYMENT

Art. 18. Evrotrust provides the services free of charge or for remuneration, in accordance with what is stipulated in the Tariff for using the services accessible through the Application of Evrotrust (the Tariff). The Tariff is accessible in the Application, as well as at the following address:

<https://www.evrotrust.com/landing/bg/a/tsp-documents>.

Art. 19. Evrotrust reserves the right to unilaterally change the prices set in the Tariff, in compliance with the requirements of the effective regulations of the legislation applicable to the Contract. The change in prices does not affect the use of services already paid by the Client.

Art. 20. (1) The prices for using the services are paid to Evrotrust by the Client or by the relying party, in accordance with what has been agreed between them;

(2) The prices for using the services are payable in accordance with what is provided for in the Tariff:

1. upon each separate use of a service; or

2. in another way which is stipulated in the Tariff.

(3) When the price for the respective service is due for payment by the Client, a visualization of the exact details about that appears in the Application.

Art. 21. Payment of services can be made by the Client:

1. through the "Wallet" service of App Store, Google Play, or through another wallet;

2. as an added-value service of the mobile operator which the Client is a subscriber to, the value of the services used by the Client being included in the Client's monthly invoice to the mobile operator for the respective month; or

3. in another way which is provided for in the Tariff.

Wallet

Art. 22. (1) The "Wallet" service of AppStore, Google Play, or any other integrated wallet, provides a possibility to the Client to pay the cost of used paid services until exhausting the sum prepaid by him/her.

(2) The Client can recharge his/her Wallet by prepaying a sum chosen by him/her through his/her account in App Store, Google Play, or another wallet.

(3) In accordance with the functionality provided by the Application, the Client can pay for paid

services out of his/her Wallet, in one sum or in installments, each time when requesting a paid service, the sum which is due for it being deducted from the prepaid sum. If the price of the requested service exceeds the amount of the prepaid sum available in the Wallet, the Client may use another one of the payment methods available, or recharge his/her Wallet with an additional sum before paying for the requested service.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

Rights and Obligations of Evrotrust

Art. 23. (1) Evrotrust has the right:

1. at its own discretion and without warning, to suspend or temporarily limit the Client's access to the services when any data or suspicions are available that the Client uses such services in breach of the Contract or of the effective provisions of the legislation applicable to the Contract;
2. to request from the Client and to process all data necessary for successful identification and registration of the Client in the Application, as well as for verification of the data provided by the Client, and any additional information which is necessary for provision of the services;
3. to publish in its Register all certificates that it has issued and the information contained in them in accordance with the requirements of the law and the instructions of the Client (inasmuch as they are admissible).

(2) Evrotrust has neither the obligation, nor the objective possibility to control the way in which, and/or the purposes to which the Client uses the provided services; neither is it obliged to seek for facts and circumstances indicating that any illegal activity is carried out.

Art. 24. Evrotrust is obliged:

1. to provide the services to the Client in accordance with the terms of the Contract and the effective provisions of the legislation applicable to the Contract;
2. to take immediate actions with regard to suspending, restoring and terminating the effect of its issued certificates when finding out that there are relevant grounds to do that;
3. to immediately notify the Client for circumstances that concern the validity and reliability of a certificate issued by it;
4. to publish and electronically keep up-to-date a publicly available list of the certificates terminated by it.

Rights and Obligations of the Client

Right of withdrawal

Art. 25. In accordance with the provisions of the applicable legislation, the Client has the right, without owing any compensation or penalty, and without giving any reason, to withdraw from a remotely concluded contract, such as the Contract, within 14 days from the date of its conclusion. Inasmuch as the services are provided in full immediately after having been requested, by agreeing to the terms of the Contract and by requesting the issuance of a QCOES pursuant to Art. 12, the Client gives his/her express and prior agreement, confirming that he/she is aware that his/her right of withdrawal will be lost after the requested QCOES is issued to him/her.

Art. 26. (1) The Client has the right to access the services by complying to the terms of the Contract and to the access requirements defined by Evrotrust for each individual type of service.

(2) The Client agrees to comply to the terms and conditions laid down by Evrotrust and related to the specific elements of the services with regard to the type of service provision mode and concerning each policy adopted by Evrotrust and intended for protection or improvement of the quality and reliability of services.

(3) The Client shall provide the technical equipment, software, access to mobile phone services and data portability services through a mobile network, as necessary to use the services, on his/her own.

Art. 27. (1) The Client is obliged, while using the services:

1. to comply with the Contract and the effective provisions of the legislation applicable to the Contract;
2. not to violate anyone else's material or non-material rights, including intellectual property rights;
3. to immediately notify Evrotrust for each case of violation which has been committed or found out while using the services;
4. not to pretend to be someone else, or in any other way to deceive Evrotrust or third parties about his/her identity;
5. to provide true, correct and complete information, as required by Evrotrust in accordance with the Contract, General Terms and Conditions, Policies and Practices, and with the effective provisions of the legislation applicable to the Contract, during his/her registration and

identification, as well as during any other use of the Application and/or the services;

6. to use an electronic mail (e-mail), phone number and mobile device which is solely under his/her control. Upon any change in a phone number and/or electronic mail, the Client is obliged to immediately update the information in the Application.

7. upon any change in an identity document, the Client is obliged to immediately update the information in the Application of Evrotrust.

8. to verify the completeness and correctness of the content of the certificates issued to him/her, and in case of any discrepancy between the provided information and the content of the respective certificate, to immediately notify Evrotrust;

9. to stop using the Application, the services and the certificates issued to him/her in case of any suspicion that the PIN code has been undermined, or in case of losing his/her device with the Application installed on it, by immediately submitting a request to Evrotrust for suspending/blocking/revoking (terminating) them;

10. to immediately notify Evrotrust upon any change in the information provided by him/her with regard to using the Application and/or the services, and request for an immediate revocation (termination) of the issued certificates upon any change in the information included in them;

11. to use the Application, the services and the certificates issued by Evrotrust only for their intended purposes;

12. not to perform any malicious acts.

(2) In the event of Client's breach of any of the obligations provided for in par. 1 above, Evrotrust has the right to revoke (terminate) or immediately and without any warning suspend provision of the Services and/or to terminate, unilaterally and without warning, the Contract, as well as to notify the competent bodies upon any suspicion of illegal actions which might have been taken. In the event of temporary suspension of service provision, Evrotrust notifies the Client about the reason and the Services are suspended until the breach is remedied. By discretion of Evrotrust, at the same time as the services are suspended, Evrotrust also terminates the Contract, the Client being notified about that, and the Contract being terminated from the moment of receiving the notification.

(3) The Client is obliged to take all due care and the necessary measures to protect his/her PIN code or any other authentication method and not sharing it with third parties, as well as to protect

his/her devices. The Client bears full responsibility for protecting his/her PIN code, as well as for all activities carried out by him/her, or by third parties while using it.

Limiting the liability of Evrotrust

Art. 28. (1) The Client is solely responsible for using his/her PIN code, as well as for each use of his/her PIN code that he/she has allowed to third parties. The Client is solely responsible for protecting his/her devices with the Application installed on them, as well as for each use of such devices that has been allowed by him/her.

(2) Evrotrust shall not be liable to the Client for damages which have occurred as a result of untrue, incomplete or inaccurate data provided by the Client, or in case that the Client has not updated the information under Art. 27, par. 1, item 6 and 7 in due time in the Application.

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

1. upon the software, hardware, upon the device or other telecommunication equipment, or for loss of data which happened as a result of materials or resources searched for, loaded or used in any way whatsoever through the provided services;
2. by Client's late request for or unrequested suspension/blocking/revocation (termination) of the Application, services and/or issued client certificates;
3. by failure on the part of the Client to fulfil his/her obligations provided for in the Contract, General Terms and Conditions, Policies and Practices, as well as in all other documents forming an inseparable part of the Contract, neither is it liable for damages caused by failure on the part of the Client to fulfil his/her obligations in accordance with the effective provisions of the legislation applicable to Contract;
4. by using a certificate outside the scope of the purposes and usage limitations which are listed in it.

(4) Evrotrust shall not be liable for the availability and quality of goods and/or for content of services provided to the Client by third parties, including by relying parties, for sending electronic statements which are transferred through the Application as a proxy. Inasmuch as the activities of such third parties are not controlled by Evrotrust, the latter shall not be liable in case their activity is of unlawful character, or for the occurrence, guarantee, implementation, amendment and termination of obligations and commitments taken on with regard to the goods and services

offered by such third parties; it shall also not be liable for damages suffered and profits lost as a result of such relations.

(5) The Client makes a declaration and agrees that the use of the Application and the Services will be entirely at his/her own risk and responsibility, and that Evrotrust shall not be liable for any potential damages caused to the Client while using them, unless such damages have been caused by Evrotrust intentionally or in demonstration of gross negligence, or if the effective provisions of the legislation applicable to the Contract expressly provide otherwise.

Art. 29. (1) Evrotrust shall not be liable for non-provision of the services upon the occurrence of circumstances beyond its control - cases of force majeure, unforeseeable circumstances, issues in the global network of Internet or in the electronic communications networks, or issues in the provision of services which are beyond the control of Evrotrust, as well as in case of unauthorized access or intervention of third parties in the functioning of the Application through the Client's device.

(2) Evrotrust shall not be liable to the Client and to third parties for damages suffered or profits lost as a result of the termination, suspension, alteration or limitation of the services.

(3) The parties agree that Evrotrust shall not be liable for non-provision of the services or for providing them with lower quality as a result of tests or prophylactic actions on the part of Evrotrust for the purposes of checking equipment, connections, networks, etc., as well as tests intended for improvement or optimization of the provided services. In these cases, Evrotrust shall send prior notification to the Client for the possibility of temporary non-provision of the services, or for their lower quality respectively, by sending an IM message, a short text message (SMS), or a message at the registered electronic mail.

Art. 30. The Client is obliged to compensate Evrotrust for all suffered damages and lost benefits, including for paid financial penalties, paid attorney fees and other expenses made as a result of claims filed by and/or compensations paid to third parties in relation to Client's breach of his/her obligations provided for in the Contract, General Terms and Conditions, Policies and Practices, as well as in all other documents forming an inseparable part of the Contract; he/she is also obliged to compensate it for damages caused by default on Client's obligations in accordance with the effective provisions of the legislation applicable to the Contract.

Intellectual Property Rights

Art. 31. (1) The intellectual property rights on the Application and on all other software applications and products, databases and other materials and resources related to the provision of services, are subject to protection in accordance with the provisions of the legislation applicable to the Contract (the Copyright and Neighboring Rights Act), they belong to Evrotrust or to the respective indicated person that has leased their right of use to Evrotrust, and these rights cannot be used in a way that violates the legislation in force.

(2) The Client's right of access to the services does not include the right to copy or reproduce information, or to use subjects of intellectual property rights, unless the information concerned is of insignificant amount and intended for personal use, provided that the legal interests of the authors or other holders of intellectual property rights are not unjustly harmed, and in case that copying or reproducing it is performed for non-commercial purposes. Notwithstanding the foregoing, the Client has no right to remove the trademark and membership signs of another intellectual property right from the materials which are accessible to him/her, regardless of the fact whether the holder of such rights is Evrotrust or any third person.

V. INVIOABILITY OF PERSONAL DATA

Personal data

Art. 32. (1) Inasmuch as, in the provision of some of the services, Evrotrust acts as a person carrying out public functions and, at the same time, as an organization providing public services, pursuant to the E-Governance Act, for the provision of such services Evrotrust does not require that the Client provide or prove any data which is already collected or created, but it has the obligation to collect such data ex officio from the primary data controller (the respective competent bodies with regard to the registration of natural persons in accordance with the identity document of the Client).

(2) In relation to the above and with regard to the provision of services, Evrotrust has the obligation and/or the right to collect, use, store and process information about the Client by other means. The information which can be used for Client's identification may include name, date of birth, address, mobile phone number (MSISDN), electronic mail, records of video conference calls and electronic copies of an identity document, HASH integers, as well as any other information

which the Client enters or voluntarily provides upon his/her registration, activating and using the Application and/or the services. The information also includes any other information which the Client enters, uses, or provides while using the services, or which, respectively, is generated or in any other way becomes accessible to Evrotrust as a result of the Client requesting and using the services.

(3) Evrotrust also has the right, but not the obligation, to automatically store specific information which the device of the Client sends to the Application with regard to the Client's activity. Such information may consist of data about the type of the device which is used, about the type of operating system on the device, about the language settings chosen by the Client, about the number of electronic statements performed, and about the number of unsuccessful attempts to use the services, inasmuch as they exist. This information is used for analysis of the effectiveness and for improving the quality of the provided services, as well as for statistical purposes.

Processing Client's Information

Art. 33. (1) Evrotrust takes due care and responsibility for protection of Client's information that has become known to it on the occasion of Service provision, except in the cases of force majeure, unforeseeable circumstance or malicious acts of third parties.

(2) Evrotrust indicates in the Application whether provision of data is of mandatory or of voluntary character, as well as the consequences in case of refusal to provide it. For avoidance of any doubt, provision of the data which is listed in the Contract and necessary for the registration, identification and/or activation of the Application is a mandatory condition for using the services and not providing it constitutes a hindrance to the successful performance of the respective registration or activation.

(3) Evrotrust processes and stores information about the Client during the whole period of validity of the Contract. Evrotrust also processes and stores information about the Client after termination of the Contract, within the terms and upon the conditions set out in accordance with the effective provisions of the legislation applicable to the Contract.

(4) In cases when, for the purposes of using the services, the Client provides Evrotrust with data about third parties, the Client makes a declaration and has the obligation to guarantee that he/she has the right to provide the respective data, taking responsibility for duly informing such third

parties in accordance with the applicable legislation.

Art. 34. The conditions for processing Client's personal data are set out in the Policy for Personal Data Protection of Evrotrust Technologies AD, which is accessible in the Application and forms an inseparable part of this Contract.

VI. VALIDITY OF THE CONTRACT

Termination

Art. 35. (1) In addition to the cases provided for in the Contract, the latter is also terminated upon:

1. winding up the activity or terminating Evrotrust;
2. terminating maintenance of the Application;
3. deleting the Client's account from the Application;
4. mutual agreement between the parties; or
5. any other cases provided for in laws or regulations;

(2) The Client has the right, at any time and at his/her own discretion, to stop using the services and to terminate the Contract unilaterally, by deleting the Application installed on his/her device. In the event that the Application is used by the Client on several devices, deleting it from one of them shall not terminate the Contract, unless the Client has deleted the Application and his/her account from all devices.

Effect from the termination or cancellation of the Contract

Art. 36. The Client is considered informed and he/she agrees to the fact that all electronic statements performed up to the moment of termination or respective cancellation of the Contract, shall be automatically sent via the Application and there shall be no possibility for them to be suspended or revoked, regardless of the termination or cancellation of the Contract that follow.

VII. ADDITIONAL PROVISIONS

Written form

Art. 37. Complying with the written form is considered fulfilled by sending an IM message, a short text message (SMS), an e-mail message, by pressing a virtual button in the Application, or by checking an Application field (button) or similar, inasmuch as the statement is technically

recorded in a way that makes it possible for it to be reproduced.

Invalidity

Art. 38. The parties declare that if any clause(s) of this Contract turn(s) out to be invalid, this fact shall not entail invalidity of the Contract, of other clauses or any parts of it. The invalid clause will be replaced by the mandatory legal norms or by the established practice.

Applicable legislation

Art. 39. All matters which are not settled by this Contract shall be subject to the provisions of the legislation applicable in the Republic of Bulgaria.

Jurisdiction

Art. 40. All disputes arising from this Contract or concerning it, including disputes arising from interpretation, invalidity, non-performance, or termination of the contractual relations, shall be resolved by mutual agreement between Evrotrust and the Client. If agreement between the parties cannot be reached, the dispute shall be referred for resolution to the competent Bulgarian court. If subject of the dispute between the parties are material rights, such dispute shall be referred for resolution to a competent court in Sofia City.

The terms of the Contract for using the services accessible through the Application of Evrotrust Technologies AD are adopted by virtue of resolution of the Board of Directors of Evrotrust Technologies AD on 06/01/2017.

[Privacy policy applicable to the services provided by Evrotrust Technologies AD through
Evrotrust mobile application](#)

<p>ПОЛИТИКА ЗА ЗАЩИТА НА ЛИЧНИТЕ ДАННИ, ПРИЛОЖИМА КЪМ ПРЕДОСТАВЯНИТЕ ОТ „ЕВРОТРЪСТ ТЕХНОЛЪДЖИС“ АД УСЛУГИ ЧРЕЗ МОБИЛНОТО ПРИЛОЖЕНИЕ EVROTRUST</p>	<p>PRIVACY POLICY APPLICABLE TO THE SERVICES PROVIDED BY EVROTRUST TECHNOLOGIES AD THROUGH EVROTRUST MOBILE APPLICATION</p>
<p>Моля, прочетете този документ внимателно. Той представлява Политиката за защита на личните данни при използване на услугите, достъпни чрез Evrotrust мобилното приложение (Политика за защита на личните данни/Политиката). Моля прочетете също така и Политиката за защита на личните данни, приложима към предоставяните от „Евротръст Технолъджис“ АД удостоверителни, информационни, криптографски и други услуги. В случай на противоречие между тази Политика и Политиката за защита на личните данни, приложима към предоставяните от „Евротръст Технолъджис“ АД удостоверителни, информационни, криптографски и други услуги, тази Политика ще има предимство, но само по отношение на дейностите по обработване, свързани с предоставянето на услугите, достъпни чрез мобилното</p>	<p>Please carefully read this document. It is a Privacy Policy for use of the services accessible through Evrotrust mobile application (Privacy Policy/the Policy). Please also read the Privacy Policy Applicable to the Trust, Information, Cryptographic and Other Services Provided by „Evrotrust Technologies“ AD. In the event of a conflict between this Policy and the Privacy Policy Applicable to the Trust, Information, Cryptographic and Other Services Provided by „Evrotrust Technologies“ AD, this Policy shall prevail, but only in respect of processing activities related to the provision of the services accessible through Evrotrust mobile application. In the case of gaps in this Policy, the provisions of the Privacy Policy Applicable to the Trust, Information, Cryptographic and Other Services Provided by „Evrotrust Technologies“ AD shall apply. The Privacy Policy Applicable to the Trust, Information, Cryptographic and Other</p>

<p>приложение Евротръст. В случай на празници в тази Политика, следва да се прилагат текстовете на Политиката за защита на личните данни, приложима към предоставяните от „Евротръст Технолъджис“ АД удостоверителни, информационни, криптографски и други услуги. Политиката за защита на личните данни, приложима към предоставяните от „Евротръст Технолъджис“ АД удостоверителни, информационни, криптографски и други услуги е публикувана тук.</p>	<p>Services Provided by „Evrotrust Technologies“ AD is published here.</p>
<p>Политика за защита на личните данни е неразделна част от Договора за използване на услугите, достъпни чрез мобилното приложение (Приложението) на „Евротръст Технолъджис“ АД (Договора). Тази Политика се прилага при използване на достъпните чрез Приложението услуги съобразно Договора. При промяна на Политиката за защита на личните данни, промените ще бъдат публикувани тук.</p>	<p>The Privacy Policy is an integral part of the Contract for use of services accessible through the application (the Application) of Evrotrust Technologies AD (the Contract). This Policy shall apply for use of services accessible through the Application in accordance with the Contract. Any changes to the Privacy Policy shall be published here.</p>
<p>1. КОИ СМЕ НИЕ И КАК ОБРАБОТВАМЕ ЛИЧНИ ДАННИ?</p>	<p>1. WHO ARE WE AND HOW DO WE PROCESS PERSONAL DATA?</p>
<p>Във връзка с предоставяне на услугите „Евротръст Технолъджис“ АД (Евротръст/ние), ЕИК: 203397356, адрес на управление: гр. София 1113, район</p>	<p>In relation to provision of the services Evrotrust Technologies AD (Evrotrust/ we), UIC: 203397356, registered address: Bulgaria, 1113 Sofia, Izgrev district, r.a. Iztok,</p>

<p>Изгрев, ж.к. „Изток“, ул. „Николай Хайтов“ № 2, вх. Д, ет. 2, адрес на кореспонденция: гр. София, 1766, бул. „Околовръстен път“ № 251 Г, „ММ БИЗНЕС ЦЕНТЪР“, ет. 5, телефон: (+359 2) 448 58 58, факс: (+359 2) 448 58 58, електронен адрес: mailto:support@evrotrust.com, уебсайт: https://www.evrotrust.com/, обработва данни в съответствие с настоящата Политика.</p>	<p>2 Nikolay Haitov Str. Entr. E, fl.2, correspondence address: Bulgaria, Sofia, 1766, Business center MM, floor 5, „Okolovrasten pat“ 251G, telephone: (+359 2) 448 58 58, fax: (+359 2) 448 58 58, e-mail: support@evrotrust.com, website: https://www.evrotrust.com/, shall process data in compliance with this Policy.</p>
<p>При обработването на лични данни Евротръст спазва всички приложими към дейността си нормативни актове по защита на личните данни, включително, но не само Регламент (ЕС) 2016/679 на Европейския парламент и на Съвета от 27 април 2016 година относно защитата на физическите лица във връзка с обработването на лични данни и относно свободното движение на такива данни и за отмяна на Директива 95/46/ЕО (Регламента).</p>	<p>In the processing of personal data Evrotrust complies with any personal data protection regulations including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the Regulation).</p>
<p>Съгласно Регламента, лични данни е всяка информация, свързана с идентифицирано физическо лице или физическо лице, което може да бъде идентифицирано, като име, ЕГН, онлайн идентификатор, адрес, телефон, електронен пощенски адрес и други.</p>	<p>Pursuant to the Regulation personal data is any information relating to an identified natural person or a natural person who can be identified by name, an identification number, an online identifier, address, telephone number, e-mail address, etc.</p>

<p>Обработване на лични данни е всяко действие или съвкупност от действия, които могат да се извършат по отношение на личните данни с автоматични или други средства.</p>	<p>Data processing is any operation or set of operations which is performed on personal data whether or not by automated means.</p>
<p>Всички термини и определения, използвани в настоящата Политика, за които не е посочена дефиниция тук имат значението, дадено им в Договора или в съответните Практики и Политики на Евротръст за предоставяне на удостоверителни услуги (наричани общо „Политики и Практики“); или ако не са дефинирани в посочените по-горе документи, имат значението, дадено в Регламента и в другите приложими закони и подзаконови нормативни актове.</p>	<p>All terms and definitions used in the present Policy for which a definition is not provided herein have the meaning provided in the Contract or in the respective Practice Statements and Policies of Evrotrust for the Provision of Trust Services (collectively referred to as „Practice Statements“); or if not defined in the above-mentioned documents have the meaning provided in the Regulation and the other applicable legal and regulatory acts.</p>
<p>2. ЗА КОИ ФИЗИЧЕСКИ ЛИЦА ОБРАБОТВАМЕ ЛИЧНИ ДАННИ?</p>	<p>2. FOR WHICH NATURAL PERSONS DO WE PROCESS PERSONAL DATA?</p>
<p>Във връзка с осъществяването на дейността на Евротръст като доставчик на квалифицирани и на неквалифицирани удостоверителни услуги, Ние обработваме информация относно клиенти на Евротръст - физически лица, които в лично качество или като законни или упълномощени представители на физическо или юридическо лице, използват услуги на Евротръст (наричани</p>	<p>In relation to carrying out the activity of Evrotrust as a qualified and non-qualified trust services provider, We process information regarding clients of Evrotrust - natural persons, who use Evrotrust services (hereinafter referred to collectively as „client“/„You“) in their personal capacity or as legal and authorized representatives of a natural or legal person.</p>

заедно за краткост „клиент“ / „Вие“).	
3. КАКВИ КАТЕГОРИИ ЛИЧНИ ДАННИ ОБРАБОТВАМЕ?	3. WHAT CATEGORIES OF PERSONAL DATA DO WE PROCESS?
3.1. При Вашата регистрация в Приложението	3.1. Upon your registration in the Application
<u>Идентификационни данни</u>	<u>Identification data</u>
За да използвате Приложението и услугите е необходимо Вие да се регистрирате чрез Приложението. Регистрацията Ви в приложението изисква от вас:	In order to use the Application and the services You are required to register through the Application. Your registration in the Application requires You to:
1. да създадете свои персонални кодове за защита (ПИН и тайна дума);	1. create Your own personal security codes (PIN code and secret word)
2. да въведете Ваши идентификационни данни (държава, на която сте гражданин и ЕГН (ако сте български гражданин) или друг идентификационен номер съобразно гражданството Ви;	2. enter Your identification data (country of residency and personal identification number - „ЕГН“ (if You are a Bulgarian citizen) or other personal identification number according to Your residency;
3. да преминете през процес по идентификация (дистанционно - автоматизирана или полуавтоматизирана идентификация; или чрез лично явяване в офис на Регистриращ орган на Евротръст);	3. pass through an identification process (remote - automated or semi - automated identification; or by appearing in person in an office of Evrotrust’s Registration Authority);
4. да въведете Ваши данни за контакт (мобилен телефонен номер и адрес на електронна поща) и потвърдите валидността им;	4. enter Your contact data (mobile telephone number and e-mail address) and confirm their validity;
<u>Персонални кодове за защита</u>	<u>Personal security codes</u>
При регистрацията си Вие ще бъдете	Upon registration You will be asked to create

<p>помолени да създадете персонални кодове за защита - ПИН код и тайна дума. Тази информация е тайна и по никакъв начин не достига до Евротръст, нито се пази в Приложението, инсталирано върху Вашето устройство.</p>	<p>personal security codes - PIN code and secret word. This information is confidential and does not reach Evrotrust nor is it stored in the Application, installed onto Your device.</p>
<p>Внимание! Не съществува възможност за възстановяване на забравен персонален код за защита, тъй като тези кодове не се палят никъде. Ако сте забравили Вашите персонални кодове за защита, вижте как бихте могли да възстановите възможността си да ползвате Приложението и услугите тук.</p>	<p>Important! No possibility to recover a forgotten personal security code exists, as these codes are not kept anywhere. In case you have forgotten your personal security codes, see how you can restore your ability to use the Application and Services here.</p>
<p><u>Биометрични данни като персонални кодове за защита</u></p>	<p><u>Biometric data as personal security codes</u></p>
<p>В зависимост от поддържаните функционалности от Вашето устройство, на което е инсталирано Приложението, както и към ПИН кода могат да се привързват и биометрични данни - пръстов отпечатък, форма на лицето и др. и да ги използвате за удобство като персонален код за защита вместо вашия ПИН код. Такава е например функционалността FaceID на Apple, използвана в модели iPhone X, XS, XR, iPad Pro 2nd gen, и др. При използването на такива функционалности Вашите</p>	<p>Depending on the maintained functionality of Your device on which the Application is installed as well as to the PIN code, biometric data of the Client may be attached - fingerprint, face shape, etc. and You can use them for convenience as a personal security code instead of your PIN code. Such is, for example, the Apple FaceID functionality used in iPhone X, XS, XR, iPad Pro 2nd gen models, etc. By using such features, Your biometric data always remain under Your control within Your device and the installed Application. They are not processed or</p>

<p>биометрични данни остават винаги единствено под Ваш контрол по всяко време в рамките на устройството Ви и инсталираното Приложение. Те не се обработват и съхраняват от Евротръст. Можете по всяко време да спрете да ползвате тези функционалности.</p>	<p>stored by Evrotrust. You can stop using these features at any time.</p>
<p><u>Задължителна идентификация при активиране на Приложението</u></p>	<p><u>Mandatory identification upon Application activation</u></p>
<p>За да използвате удостоверителните услуги е необходимо да бъдете еднозначно идентифициран и да бъде проверена Вашата самоличност. Тази необходимост произтича от нормативните изисквания към предоставяните от нас услуги като квалифициран доставчик на удостоверителни услуги. За да бъдете еднозначно идентифициран, ние събираме, обработваме и съхраняваме следните лични данни отнасящи се до Вас:</p>	<p>In order to use the trust services You are required to be unambiguously identified and Your identity to be checked. This necessity arises from the regulatory requirements to the services we provide as a qualified trust services provider. In order for You to be unambiguously identified we shall collect, process and store the following data relating to You:</p>
<p>- При автоматизирана идентификация: Вашите имена по документ за самоличност, ЕГН (друг национален идентификационен номер в зависимост от държавата), номер на документ за самоличност, сканиран документ за самоличност, всички автоматично извлечени данни от машинно четимата му част (вкл. пол,</p>	<p>- For automated identification: your names as per ID, „ЕГН“ or other national identification number depending on the country, ID number, scanned copy of ID, all automatically retrieved data from the machine readable part of the ID (including gender, date birth, expiry date); data retrieved from your business identity for the validity of your ID from the</p>

<p>дата на раждане, дата на валидност); данни, извлечени при извършване на проверка по служебен път за валидността на документа Ви за самоличност от базите данни на първичните администратори на данните (МВР, МРРБ и др.), които включват снимка от официалната база за документи за самоличност; запис от проведена видео идентификация и снимки, снети по време на проведената сесия за видео идентификация.</p>	<p>databases of the primary data controllers (Ministry of Interior, Ministry of Regional Development and Public Works, etc.) that include a photo of the official database of identity documents; record of video identification session and photos taken during the video identification session.</p>
<p>- При полуавтоматизирана идентификация: всички посочени по-горе данни, събрани при автоматичната идентификация, вкл. запис от проведена видео сесия за идентификация с оператор от Регистриращия орган на Евротръст и информацията, предоставена от Вас в рамките на видео сесията (отговори на зададените Ви от оператора въпроси).</p>	<p>- For semi-automated identification: all above-mentioned data collected upon automatic identification, incl. a record of an identification video session with an operator from Evrotrust's Registration Authority and the information provided by You within the video session (answers to the questions asked by the operator).</p>
<p>- При идентификация в офис на Регистриращия орган на Евротръст: Вашите имена по документ за самоличност, ЕГН (друг национален идентификационен номер в зависимост от държавата), номер на</p>	<p>- Upon present identification in an office of Evrotrust's Registration authority: your names as per ID document, "ЕГН" or other national identification number depending on the country, ID document number and expiry date, gender, date of</p>

<p>лична карта, пол, дата на раждане, дата на валидност; данни, извлечени при извършване на проверка по служебен път за валидността на документа Ви за самоличност от базите данни на първичните администратори на данните (МВР, МРРБ и др.), сканиран документ за самоличност.</p>	<p>birth; data retrieved upon performing an ex officio verification of the validity of your ID document from the databases of the official data controllers (Ministry of Interior, Ministry of Regional Development and Public Works, etc.), scanned copy of ID document.</p>
<p>При извършване на автоматизирана или полуавтоматизирана идентификация еднократно се извършва анализ на Ваши биометрични данни. Анализът се извършва за да бъде потвърдено с достатъчно високо ниво на съвпадение, съобразно действащите законодателство и стандарти, че лицето от сесията за видео идентификация, снимката от документа за самоличност и снимките снети по време на видео сесията са на едно и също лице. В този процес се потвърждава, че във видео сесията участва жив човек. След завършване на анализа на тези данни обработваните биометрични данни автоматично се заличават, като се запазва единствено резултатът под формата на процент на степен на съответствие между анализираните изображения. При извършване на автоматизираната идентификация Евротръст взема решение,</p>	<p>When conducting automated or semi-automated identification, one-time analysis of Your biometric data is performed. The analysis is performed to confirm with a sufficiently high level of identity, in accordance with the applicable legislation and standards, that the person in the video identification session, the photo from the ID document and the photos taken during the video session are of the same person. In this process, it is confirmed that a live person takes part in the video session. Once the analysis of these data has been completed, the biometrics processed is automatically erased, retaining only the result in the form of a percentage of the degree of identity between the images analyzed. When conducting automated identification, Evrotrust takes a decision based solely on automated processing that has significant legal consequences for you - confirmation of</p>

<p>основаващо се единствено на автоматизирано обработване, което поражда съществени правни последици за вас - потвърждаване на идентификацията ви и издаване на квалифицирано удостоверение за квалифициран електронен подпис (КУКЕП). Съгласно чл. 22 от Регламента вие имате право да не бъдете обект на такова решение, освен при наличие на ваше изрично съгласие или когато това е необходимо за сключването на договор между вас и администратора (в случая Евротръст).</p>	<p>your identification and issuance of a Qualified Certificate of Qualified Electronic Signature (QCQES). According to Art. 22 of the Regulation, you have the right not to be subject of a such decision except with your explicit consent or when this is necessary for conclusion of a contract between you and the controller (in this case Evrotrust).</p>
<p>Ако желаете да ползвате услугите, но не желаете да бъдат обработени Вашите биометрични данни по описания начин при автоматизирана или полуавтоматизирана идентификация или да бъдете обект на решение, основаващо се единствено на автоматизирано обработване, можете да преминете през идентификация в офис на Регистриращ орган на Евротръст. Ако сте съгласен да бъдат обработени еднократно Вашите биометрични данни, да бъдете идентифициран и да ви се издаде КУКЕП по автоматизиран начин, преди началото на процеса по идентификация е</p>	<p>In case You wish to use the services but do not wish your biometric data to be processed in the manner described in automated or semi-automated identification or to be subject to decision based solely on automatic data processing You may pass through present identification in an office of Evrotrust's Registration authority. If you consent to one-time processing of Your biometric data, to be identified and an QCQES to be issued in an automated manner, prior to the identification process You must grant Your explicit consent for the described processing.</p>

<p>необходимо да дадете Вашето изрично съгласие за това.</p>	
<p>С цел сигурност, избягване на измами и гарантиране на Вашите права и интереси след успешно извършване на автоматизирана идентификация запис от видео идентификацията преминава през допълнителна човешка проверка от оператор на Регистрирания орган. По същата причина Евротръст съхранява и всички данни, с изключение на биометричните такива, и записи, събрани по време на неуспешна идентификация за срок до 2 месеца от извършването ѝ.</p>	<p>For security reasons, avoidance of fraud and guaranteeing Your rights and interests after successful automated identification, the video identification session passes through an additional human verification from an operator of our Registration Authority. For the same reason, Evrotrust also stores all data, except biometric data, and records collected during an unsuccessful identification for a period of up to 2 months after it has been conducted.</p>
<p>3.2. Данни, които се съдържат в издаваните от Евротръст КУКЕП и тяхното публикуване</p>	<p>3.2. Data contained in the QCQES issued by Evrotrust and their publication</p>
<p>Съдържанието на издаваните КУКЕП е съобразено с приложимите европейски стандарти. КУКЕП издадено от Евротръст ще съдържа Вашите имена или псевдоним, избран от Вас, държава, информация за начална и крайна дата на валидност, Ваш идентификационен номер като клиент, генериран от нашата система, публичния Ви ключ, информация за издател и данни, които служат за разпознаваемостта и проверката на валидността на удостоверението от доверяващите се</p>	<p>The content of the QCQES issued is in compliance with the applicable European standards. QCQES issued by Evrotrust will contain Your names or pseudonym of Your choice, country, information about start and end date of validity, Your identification client number generated in our system, Your public key, information on issuer and data that serves the recognition and verification of the certificate validity by the relying parties.</p>

<p>страни.</p>	
<p>При издаване на атрибутивен КУКЕП, в допълнение към посочените данни Евротръст може по Ваше възлагане да включи информация за Ваш идентификационен номер като ЕГН, номер на лична карта, ДДС номер или др., както и информация като дата на раждане, пол, дата на валидност на документ за самоличност и други данни, извлечени от машинно четимата част на документа Ви за самоличност и/или от базите данни на първичните администратори на данните (МВР, МРРБ и др.). Какви данни се включват по Ваше възлагане от Евротръст в атрибутивен КУКЕП ще зависи от това какви данни желаете да удостовери Евротръст към доверяващите се страни, пред които ще използвате този КУКЕП.</p>	<p>When issuing an attributive QCQES in addition to the data indicated above based on Your assignment Evrotrust may include information about Your identification number such as „ЕГН“, ID card number, VAT number, etc., as well as information such as date of birth, gender, ID expiry date and other data retrieved from the machine readable part of Your ID and/or the database of the primary data controllers (Ministry of Interior, Ministry of Regional Development and Public Works, etc.). What data are included as per Your assignment in an attributive QCQES depend on what data You wish Evrotrust to certify to the relying parties before which you will use this QCQES.</p>
<p>Съгласно приложимото законодателство всеки квалифициран доставчик на удостоверителни услуги поддържа регистър на издадените от него КУКЕП, както и на всички спрени и прекратени КУКЕП. Това се прави с цел всички доверяващи се страни да проверяват валидността на удостоверенията. Евротръст поддържа функционалност за проверка валидността на издадените от</p>	<p>Pursuant to the applicable legislation every qualified trust services provider keeps a certificate repository of the QCQES issued by it as well as for all terminated or suspended QCQES. This is done for the purpose of all relying parties to be able to check the certificates validity. Evrotrust provides a functionality for validity check of the QCQES issued by it.</p>

<p>него КУКЕП.</p>	
<p>3.3. При подписване на документи чрез Приложението и при ползване на услугите за електронна препоръчана поща и сигурно съхраняване (с хранилище) на документи</p>	<p>3.3. Upon signing documents through the Application and upon using the electronic registered delivery services and safe storage (with depository) of documents</p>
<p>Всяко подписване на документи чрез Приложението, включва като интегрирани услуги услугата електронна препоръчана поща и сигурно съхраняване на документи. Поради това Евротръст пази всички документи, които са изпратени от или към Вас за подписване чрез функционалностите на Приложението, всички подписани и изпратени от или към Вас документи и информация за времето на подписване, време на изпращане и получаване на документите, Вашите идентификационни данни, идентификационните данни на изпращача/получателя, както и hash стойност, извлечена от съдържанието на документа (метаданни). При потвърждаване на изпращането, получаването и подписването на документи Евротръст предоставя като доказателство на изпращача hash стойността с информация за времето на изпращане, получаване</p>	<p>Each signing of documents through the Application includes, as integrated services, the service of electronic registered delivery services and safe storage of documents. Therefore, Evrotrust keeps all documents sent by or to you for signing through the functionality of the Application, all documents signed and sent by or to you and information regarding the time of signing, the time of sending and receiving of the documents, Your identification data, sender/recipient identification data, as well as hash value retrieved from the content of the document (metadata). Upon confirmation of the sending, receipt and signing of documents, Evrotrust provides to the sender the hash value as proof with information on the time of sending, receipt and/or signing, information regarding the sender and receiver, information describing the type of document (document metadata) and stores this information for a period of 10</p>

<p>и/или подписване, информация за изпращача и получателя с описание на типа документ (метаданни за документа) и съхранява тази информация за срок от 10 г. независимо от изтриването на самите документи.</p>	<p>years, regardless of the erasure of the respective documents.</p>
<p>Услуга по сигурно съхраняване (с хранилище) на документи: Вие можете по всяко време да достъпите подписаните от Вас електронни документи чрез Приложението. Подписаните документи могат да бъдат съхранявани от Евротръст в криптиран вид за договорения между Вас и Евротръст срок. При липса на изрични индивидуални уговорки за това стандартния договорен срок за съхранение на документи е 10 г. Вие може да поискате по всяко време от Евротръст изтриване на тези документи или да използвате наличните функционалности за това в Приложението (доколкото са налични). Това не води до изтриване на информацията, посочена по-горе и имаща за предназначение осигуряване на доказателства за изпращането, получаването и подписването на документи през Приложението.</p>	<p>Safe storage of documents (with a depository) service: You may at any time access through the Application the electronic documents signed by You. The signed documents may be stored by Evrotrust in an encrypted form for the period agreed between You and Evrotrust. In the absence of explicit individual arrangements, the standard contractual storage period of documents is 10 years. You may request at any time from Evrotrust to delete these documents or use the available functionality for that in the Application (if available). This does not delete the information listed above which has the purpose of evidencing the sending, receiving and signing of documents through the Application.</p>
<p>3.4. Услуга по съхраняване на квалифицирани електронни</p>	<p>3.4. Storage of qualified electronic signature service</p>

<p>ПОДПИСИ</p>	
<p>Частните Ви ключове се съхраняват в специален хардуерен криптомодул (Hardware Secure Modul - HSM) в криптиран вид, който може да бъде декриптиран само от Вас чрез въвеждане от Ваша страна в Приложението на Вашите персонални кодове за защита.</p>	<p>Your private keys are stored in a special Hardware Security Module - HSM in an encrypted form which can be decrypted only by You by entering Your personal security codes in the Application.</p>
<p>3.5. При ползване на услугата е-идентификация</p>	<p>3.5. Upon using the e-identification service</p>
<p>Услугата е-идентификация Ви дава възможност да се идентифицирате пред трети лица - доверяващи се страни (напр. банка), при сключване на договор, ползване на услуги от разстояние на доверяващата се страна и др. В тези случаи доверяващата се страна изпраща до Евротръст, данни, които Ви идентифицират (напр. ЕГН) с искане да бъдете идентифициран. Вие получавате уведомление в Приложението за всяка доверяваща се страна, която желае да бъдете идентифициран пред нея. За да се активира услугата е-идентификация е необходимо да прегледате внимателно изискваните от Вас лични данни и да потвърдите през Приложението, че желаете да бъдете идентифициран пред посочената доверяваща се страна. В</p>	<p>The e-Identification service enables you to identify yourself before third parties - relying parties (e.g. a bank), in cases where signing a contract, using remote services of the relying party, etc. In these cases, the relying party sends to Evrotrust data that identifies You (for example, personal identification number) with a request for You to be identified. In the Application You are notified of each relying party that requests You to be identified before it. In order to activate the e-identification service, you need to carefully review the personal data required from You and to confirm through the Application that you wish to be identified before the specified relying party. As a result, an electronic document is generated - a statement that contains information about Your identity that the relying party has requested to be verified</p>

<p>резултат се генерира електронен документ - изявление, което съдържа информацията относно Вашата самоличност, която доверяващата се страна е поискала да ѝ бъде потвърдена (удостоверена), след което Евротръст Ви издава еднократен атрибутивен КУКЕП с желаното от доверяващата се страна съдържание единствено за целите на идентификацията. Този документ може да включва Вашите имена, ЕГН, копие на Ваш документ за самоличност и други, за нуждите на исканата услуга. Ако сте съгласен да се идентифицирате пред доверяващата се страна с посочените в документа данни, е необходимо да го подпишете с издаденият Ви за целта КУКЕП и да възложите на Евротръст да изпрати подписания документ към доверяващата се страна.</p>	<p>(certified), after that Evrotrust issues to You a one-time attributive QCQES with the content requested by the relying party for identification purposes only. This document may include your name, PIN, copy of your ID, etc. for the requested service. If you agree to identify Yourself before the relying party with the data specified in the document, you need to sign it with your QCQES issued to You for this purpose and to assign to Evrotrust to send the signed document to the relying party.</p>
<p>Услугата е-идентификация включва в себе си като неизменна част и услугата електронна препоръчана поща. Поради това в тези случаи Евротръст обработва и съхранява и информацията по т. 3.3, имаща за предназначение осигуряване на доказателства за изпращането, получаването и подписването на документи през Приложението се пази за</p>	<p>The e-Identification service also includes as an integral part the electronic registered delivery service. Therefore, in these cases, Evrotrust also processes and stores the information under item 3.3, which is intended to evidencing of the sending, receiving and signing of documents through the Application, and will be kept for a period of 10 years regardless of the deletion of the</p>

<p>срок 10 г., независимо от изтриването на самият документ. Генерираният електронен документ - изявление, което съдържа информация за Вашата самоличност, се съхранява от Евротръст за срок до 2 часа от подписването му.</p>	<p>document itself. The generated electronic document - a statement that contains information about Your identity will be stored by Evrotrust for up to 2 hours after signing.</p>
<p>3.6. При ползване на услугата за вход в сайтове без потребителски имена и пароли (password-less login)</p>	<p>3.6. Upon using the service for password-less login for access to websites</p>
<p>Услугата е-достъп позволява сигурната ви автентикация при достъп до профилите Ви в различни уебсайтове и онлайн услуги на трети лица без въвеждане на потребителски имена и пароли или като втора стъпка по сигурна двуфакторна идентификация. При предоставяне на тази услуга се обработва информацията за уебсайта/услугата, които е поискано да се достъпят, времето, в което е поискано да се достъпят и дали сте потвърдили или отказали през Приложението, че Вие сте лицето, което е поискало да достъпи уебсайта или услугата.</p>	<p>The e-Access service enables you to securely authenticate your access to your accounts on different websites and online services to third parties without entering usernames and passwords or as a second step to secure two-factor identification. Upon provision of this service, the website/service information that have been requested to access, the time of request to access them and whether you have confirmed or denied through the Application that you are the person who requested access to the website or service will be processed.</p>
<p>3.7. Когато извършвате плащане към нас</p>	<p>3.7. When You make a payment to us</p>
<p>В случай, че извършвате плащания към нас за използване на услугите, ние ще обработваме допълнително следната информация, отнасяща се до Вас: ДДС</p>	<p>In case You make payments to us for the use of services, we will further process the following information relating to you: VAT number (for natural persons registered</p>

<p>номер (за физически лица, регистрирани по ЗДДС), начин на плащане, вкл. сметка, от която е извършено плащането, информация за дължимите и извършени от Вас плащания и данни, съдържащи се в финансово-счетоводните документи съобразно приложимото законодателство.</p>	<p>under the VAT Act), method of payment, incl. the account from which the payment was made, information on payments due and made by You and data contained in the tax and accounting documents in accordance with the applicable legislation</p>
<p>3.8. Друга информация, която събираме автоматизирано</p>	<p>3.8. Other information we collect by automatic means</p>
<p>За да бъде осигурено нормалното функциониране и сигурността на Приложението и на нашите услуги при инсталирането и ползването на Приложението Евротръст автоматично събира информация за вида на устройството, за вида на използваната на устройството операционна система, за избраните от Вас езикови настройки, за броя извършени електронни изявления и за броя неуспешни опити за ползване на услугите (доколкото има такива).</p>	<p>In order to ensure the proper functioning and security of the Application and our services upon installation and use of the Application, Evrotrust automatically collects information about the type of device, the type of operating system used by the device, the language settings you have chosen, the number of electronic statements made and the number of unsuccessful attempts to use the services (if any).</p>
<p>4. ЗА КАКВИ ЦЕЛИ ОБРАБОТВАМЕ ЛИЧНИТЕ ВИ ДАННИ?</p>	<p>4. FOR WHAT PURPOSES DO WE PROCESS YOUR PERSONAL DATA?</p>
<p>Евротръст събира, съхранява и обработва информацията, посочена в т. 3 по-горе, за целите, предвидени в настоящата Политика и в Договора. В зависимост от правното основание за обработването тези цели могат да бъдат:</p>	<p>Evrotrust collects, stores and processes the information specified in item 3 above for the purposes of this Policy and the Contract. Depending on the legal basis for processing, these purposes may be</p>

<ul style="list-style-type: none"> цели, свързани със спазване на законови задължения на Евротръст; 	<ul style="list-style-type: none"> purposes related to compliance with legal obligations of Evrotrust;
<ul style="list-style-type: none"> цели, свързани с и/или необходими за изпълнението на договорите, сключвани между Вас и Евротръст или за предприемане на стъпки по Ваше искане преди сключването на такъв договор; 	<ul style="list-style-type: none"> purposes related to and/or necessary for the performance of the contracts concluded between You and Evrotrust or for taking steps upon your request prior to the conclusion of such contract;
<ul style="list-style-type: none"> цели на легитимния интерес на Евротръст или на трети лица; 	<ul style="list-style-type: none"> purposes of the legitimate interest of Evrotrust or of third parties;
<ul style="list-style-type: none"> цели, за които сте дал съгласие да бъдат обработвани данните Ви. 	<ul style="list-style-type: none"> Purposes for which you have given You consent to processing of Your data.
<p>4.1. Целите за обработване на лични данни от Евротръст, свързани със спазване на законови задължения, включват:</p>	<p>4.1. The purposes for personal data processing by Evrotrust related to compliance with legal obligations include:</p>
<ul style="list-style-type: none"> изпълнение на нормативните изисквания, приложими при предоставяне на удостоверителни услуги, вкл. осигуряване на сигурната Ви идентификация, проверка на истинността на предоставяните от Вас данни, проверка на валидността на документа Ви за самоличност, включване на изискуемото съдържание в издаваните от Евротръст удостоверения и др.; 	<ul style="list-style-type: none"> fulfillment of the regulatory requirements applicable to the provision of trust services, incl. ensuring Your secure identification, checking the authenticity of the data you provide, checking the validity of your ID, including the content required in certificates issued by Evrotrust, etc.;
<ul style="list-style-type: none"> изпълнение на нормативните изисквания за запазване, публикуване, 	<ul style="list-style-type: none"> fulfilment of the regulatory requirements for retention, publication, provision of or

<p>предоставяне на или достъп до информация във връзка с дейността на Евротръст като квалифициран доставчик на удостоверителни услуги;</p>	<p>access to information in relation to the activity of Evrotrust as a qualified trust services provider;</p>
<ul style="list-style-type: none"> • изпълнение на предвидените в закона задължения на Евротръст за възпроизвеждане и доказване на извършените от вас електронни изявления; 	<ul style="list-style-type: none"> • fulfilment of the obligations of Evrotrust stipulated in the law for reproducing and evidencing of the electronic statements made by You;
<ul style="list-style-type: none"> • спазване на приложимото данъчно и счетоводно законодателство; 	<ul style="list-style-type: none"> • compliance with the applicable tax and accounting legislation;
<ul style="list-style-type: none"> • други дейности по изпълнение на законови задължения на Евротръст, свързани с предоставяне на информация към компетентни държавни и съдебни органи или с оказване на съдействие при проверки от компетентни органи или задължителни проверки, свързани с регулираната дейност на Евротръст като доставчик на удостоверителни услуги. 	<ul style="list-style-type: none"> • other activities for fulfillment of legal obligations of Evrotrust related to the provision of information to competent state and judicial authorities or for provision of assistance with inspections by competent authorities or legal audits related to the regulated activity of Evrotrust as a trust service provider
<p>За посочените по-горе цели ще обработваме всички посочени по-горе категории лични данни.</p>	<p>For the above-mentioned purposes we process all categories of personal data specified above.</p>
<p>4.2. Целите за обработване на лични данни от Евротръст, свързани с и/или необходими за изпълнението на договора или за</p>	<p>4.2. The purposes for personal data processing related to and/or necessary for the performance of the contract or for taking steps upon</p>

<p>предприемане на стъпки по искане на клиента преди сключването на договор с Евротръст, включват:</p>	<p>Client's request prior to the conclusion of contract with Evrotrust include:</p>
<ul style="list-style-type: none"> • дейности по осъществяване на регистрацията ви; 	<ul style="list-style-type: none"> • activities for carrying out Your registration;
<ul style="list-style-type: none"> • дейности по предоставяне на услугите чрез Приложението; 	<ul style="list-style-type: none"> • activities for provision of the services through the Application;
<ul style="list-style-type: none"> • осъществяване на комуникация с вас по повод на предоставяните услуги; 	<ul style="list-style-type: none"> • contacting You in regards the services provided;
<ul style="list-style-type: none"> • финансово-счетоводна дейност и администриране, обработване и събиране на плащания във връзка с услугите; 	<ul style="list-style-type: none"> • fiscal and accounting activity and administration, processing and collection of payments related to the services;
<p>За посочените по-горе цели ще обработваме всички посочени по-горе категории лични данни.</p>	<p>For the above-mentioned purposes we process all categories of personal data specified above.</p>
<p>4.3. Целите за обработване на лични данни, свързани с осъществяване на легитимните интереси на Евротръст или на трети лица включват:</p>	<p>4.3. The purposes for personal data processing in connection with the legitimate interest of Evrotrust or of third parties include:</p>
<p>4.3.1. Легитимен интерес - упражняване и защита на законните права и интереси на Евротръст; и съдействие при упражняване и защита на законните права и интереси на клиенти; на Евротръст; на</p>	<p>4.3.1. Legitimate interest - exercise and protection of legal rights and interests of Evrotrust; and assistance in exercising and protecting the legitimate rights and interests of clients; of other entities associated with Evrotrust; of the relying parties;</p>

<p>доверяващите се страни; на служители на Евротръст; на лица, обработващи лични данни от името на Евротръст; и на търговски партньори на Евротръст; други лица, свързани с:</p>	<p>of employees of Evrotrust; of persons processing personal data on behalf of Evrotrust; and of Evrotrust's business partners:</p>
<ul style="list-style-type: none"> установяване, упражняване или защита на правни претенции на посочените по-горе лица, вкл. и по съдебен ред, в т. ч. подаване на жалби, сигнали и др. към компетентните държавни и съдебни органи в т.ч. и възпроизвеждане на пазената информация в необходимия за осъществяване на целите обхват; 	<ul style="list-style-type: none"> establishment, exercise and protection of legal claims of the above-mentioned persons incl. judicial remedy, including the lodging of complaints, reportings, etc. to the competent state and judicial authorities, incl. reproduction of the retained information in the scope required for the purposes;
<ul style="list-style-type: none"> предприемане на действия за преустановяване предоставянето на услуги при нарушаване на Договора и неспазване на Политиките и Практиките на Евротръст; 	<ul style="list-style-type: none"> taking actions to suspend the provision of services in case of breach of contract and non-compliance with Evrotrust's Practice Statements;
<ul style="list-style-type: none"> възпроизвеждане на информация във връзка с осъществена е-идентификация по искане и с оглед защита на правата и законните интереси на доверяващата се страна; 	<ul style="list-style-type: none"> reproduction of information in regards completed e-identification as per request and in order to protect the rights and legitimate interest of the relying party;
<ul style="list-style-type: none"> възпроизвеждане на информация във връзка с използването на електронна препоръчана поща по искане и с оглед защита на правата и законните интереси на изпращача/получателя; 	<ul style="list-style-type: none"> reproduction of information in regards use of electronic registered delivery service upon request and in order to protect the rights and legitimate interests of the sender/recipient;

<ul style="list-style-type: none"> • администриране и обслужване на постъпили жалби, сигнали, молби и др.; • събиране на вземания, дължими към Евротръст, включително и чрез възлагане на трети лица. 	<ul style="list-style-type: none"> • administration and processing of filed complaints, reports, requests, etc.; • Collection of debts owed to Evrotrust, including by outsourcing to third parties.
<p>4.3.2. Легитимен интерес - осигуряване на услугите, както и на нормалното функциониране на Приложението:</p>	<p>4.3.2. Legitimate interest - ensuring the services as well as the normal functioning of the Application:</p>
<ul style="list-style-type: none"> • поддръжка и администриране на услугите и на Приложението; • предприемане на мерки срещу злонамерени действия срещу сигурността и нормалното функциониране на Приложението; • откриване и разрешаване на технически проблеми, свързани с функционалността на Приложението; • създаването на сигурна среда за обмен на съобщения между клиента, Евротръст и доверяващата се страна; 	<ul style="list-style-type: none"> • maintenance and administration of the services and the Application; • taking measures against malicious acts against the security and normal functioning of the Application; • establishment and resolving of technical problems related to the functionality of the Application; • creation of secure environment for exchange of messages between the client, Evrotrust and the relying party;
<p>За посочените по-горе цели ще обработваме всички посочени по-горе категории лични данни.</p>	<p>For the above-mentioned purposes we process all categories of personal data specified above.</p>
<p>4.4. Изрично съгласие</p>	<p>4.4. Explicit consent</p>
<p>Ваши данни могат да бъдат обработвани на базата на Ваше изрично съгласие, като обработването в този случай е конкретно и в степента и обхвата, предвидени в</p>	<p>Your data may be processed based on Your explicit consent, the processing in this case is specific and to the extent and scope provided in the respective consent. Such</p>

<p>съответното съгласие. Такива цели включват:</p>	<p>purposes include:</p>
<ul style="list-style-type: none"> Автоматизирана и полуавтоматизирана идентификация през Приложението: (1) еднократно обработване на биометричните ви данни (точни измерители на специфични черти от лицето/ лицевото изображение и показатели дали във видеосесията по идентификация участва жив човек) и (2) вземане на решение, основаващо се единствено на автоматизирано обработване на вашите данни, което поражда съществени правни последици за вас – потвърждаване на идентификацията ви и издаване на КУКЕП, ако сте избрал автоматизиран начин на идентификация. При неуспешна автоматизирана идентификация се преминава към полуавтоматизирана такава (т.е. видеоконферентен разговор в реално време с оператор от Регистрация орган на Евротръст); 	<ul style="list-style-type: none"> Automated and semi-automated identification through the Application: (1) one-time processing of Your biometric data (precise measures of specific face features/face image and indicators whether a live person participates in the video identification session) and (2) making decision based solely on automated processing of your data which gives rise to significant legal consequences for you – confirmation of your identification and issuance of the QCQES if you have chosen an automated identification. In case of failed automated identification, it is switched to a semi-automatic one (i.e. a real-time video conference call with operator from the Evrotrust’s Registration Authority);
<ul style="list-style-type: none"> Участие в проучване за удовлетвореността ви от услугите, ако сте се съгласил да участвате в такова. 	<ul style="list-style-type: none"> Participate in a survey of your service satisfaction if you have agreed to participate in such.
<p>5. С КОГО СПОДЕЛЯМЕ ВАШИТЕ ЛИЧНИ ДАННИ?</p>	<p>5. WITH WHOM DO WE SHARE YOUR PERSONAL DATA?</p>
<p>Евротръст не предоставя Ваши лични</p>	<p>Evrotrust does not provide your personal</p>

данни на трети лица, по никакъв друг начин освен в описаните в тази Политика, Договора и предвидените в закона случаи.	data to third parties in any other way except in the cases described in this Policy, the Contract or provided for by law.
Евротръст може да разкрива Ваши лични данни на трети лица:	Evrotrust may disclose Your personal data to third parties:
5.1. Ако това е необходимо за изпълнение на законово задължение на Евротръст, например при задължение за предоставяне на информация на:	5.1. If this is necessary to comply with a legal obligation of Evrotrust, for example, when providing information by Evrotrust to:
<ul style="list-style-type: none"> • компетентни държавни, общински или съдебни органи; 	<ul style="list-style-type: none"> • competent state, municipal or judicial authorities;
<ul style="list-style-type: none"> • проверяващи органи; 	<ul style="list-style-type: none"> • auditing bodies;
5.2. Ако това е необходимо за предоставяне на услугите, като например:	5.2. If this is necessary for the provision of the services such as:
<ul style="list-style-type: none"> • банки и доставчици на платежни услуги във връзка с извършваните плащания; 	<ul style="list-style-type: none"> • banks and payment service providers in connection with payments made;
<ul style="list-style-type: none"> • доверяващи се страни, пред които Вие желаете да се идентифицирате чрез Приложението; 	<ul style="list-style-type: none"> • relying parties before whom You wish to be identified through the Application;
<ul style="list-style-type: none"> • лица, на които изпращате документи за подпис или подписани документи чрез използване на услугите ни; 	<ul style="list-style-type: none"> • persons to whom you send documents for signature or signed documents using our services;
<ul style="list-style-type: none"> • пощенски и телекомуникационни оператори при осъществяването на комуникацията между нас; 	<ul style="list-style-type: none"> • post and telecommunication operators for carrying out the communication between us;
5.3. Ако това е необходимо за защита на правата или законните интереси	5.3. If this is necessary for protection of the rights and the legal interests of

<p>на Евротръст, на трети лица или на Вас. В тези случаи може да предоставяме Ваши лични данни на:</p>	<p>Evrotrust, of third parties or Yours. In these cases, we may provide Your personal data to:</p>
<ul style="list-style-type: none"> • държавни, общински и съдебни органи; 	<ul style="list-style-type: none"> • state, municipal and judicial authorities;
<ul style="list-style-type: none"> • частни и държавни съдебни изпълнители; 	<ul style="list-style-type: none"> • private and state bailiffs;
<ul style="list-style-type: none"> • адвокати; 	<ul style="list-style-type: none"> • lawyers;
<ul style="list-style-type: none"> • нотариуси; 	<ul style="list-style-type: none"> • notaries;
<p>5.4. Които действат като обработващи личните данни от името на Евротръст, като например доставчик на облачни услуги, Регистриращи органи на Евротръст (когато тази дейност е възложена на външно лице), доставчици на счетоводни услуги и др. под.</p>	<p>5.4. Who act as data processors on behalf of Evrotrust such as cloud services provider, Evrotrust’s Registration Authority (when this activity is assigned to a third party), accounting services provider, etc.</p>
<p>Евротръст използва подизпълнители и доставчици на услуги като специализирани дата центрове за надеждна и сигурна колокация на сървърното и мрежово оборудване, доставчици на облачни системи и услуги, доставчици на услуги по автоматизирана идентификация, други IT услуги и др. При работата си с подизпълнители и доставчици Евротръст изисква от тях стриктно да бъдат спазвани неговите инструкции, в съответствие с</p>	<p>Evrotrust uses subcontractors and service providers as dedicated data centers for reliable and secure co-location of server and network equipment, cloud systems and service providers, automated identification service providers, other IT services, etc. In its relations with subcontractors and service providers, Evrotrust requires them to strictly comply with its instructions in accordance with this Policy.</p>

настоящата Политика.			
5.5. В случаите, когато Вие сте дали изричното си съгласие за това;		5.5. In the cases where You have given Your explicit consent;	
5.6. В други, предвидени в закона, случаи.		5.6. In other cases provided for by the law.	
6. ТРАНСФЕР НА ЛИЧНИ ДАННИ ИЗВЪН ЕС/ЕИП		6. TRANSFER OF PERSONAL DATA OUTSIDE THE EU/EEA	
Евротръст няма да предава лични данни, отнасящи се до Вас в страни, намиращи се извън територията на ЕС/ЕИП.		Eurotrust does not transfer personal data relation to You to countries outside the territory of EU/EEA.	
7. ЗА КАКЪВ СРОК СЪХРАНЯВАМЕ ВАШИТЕ ЛИЧНИ ДАННИ?		7. FOR WHAT PERIOD DO WE STORE YOUR PERSONAL DATA?	
7.1 Евротръст обработва и съхранява информация относно Вас до постигане на съответните цели, за които същата е събрана и се обработва.		7.1. Eurotrust processes and stores information about You until it achieves the relevant purposes for which the data have been collected and are being processed.	
7.2 Евротръст съобразно вътрешните си правила и процедури и приложимото законодателство, обработва и съхранява информация относно Вас в следните срокове:		7.2. In accordance with its internal rules and procedures and the applicable law, Eurotrust processes and stores information about you within the following terms:	
Типове данни	Срок на съхранение	Types of data	Storage period
Информация, съдържаща се в удостоверенията, издадени от Евротръст съобразно чл. 28	За целия срок на действие на удостоверението и за срок 10 /десет/ години след	Information contained in the certificates issued by Eurotrust in accordance with Art. 28 of Electronic	For the entire period of validity of the certificate and a period of 10 years after its termination.

ЗЕДЕУУ	прекрътяването му.	Document and Electronic Trust Services Act (EETS)	
<p>Информация, събрана и съхраняване във връзка с предоставяне на удостоверителни услуги, като например:</p> <ul style="list-style-type: none"> - Информация, съдържаща се в профила на клиента (всички събрани лични данни от регистрацията на клиента, снимка и др.); - Записи от видео сесии (автоматични и чрез оператор) за целите на е-идентификация; - Информация за подписани 	<p>Цялата информация, събрана и съхранявана във връзка с предоставяне на удостоверителни услуги ще бъде пазена за целия период на предоставяне на съответната услуга и за срок от 10 /десет/ години след нейното прекрътяване.</p>	<p>Information collected and stored in connection with the provision of trust services, such as:</p> <ul style="list-style-type: none"> - Information contained in the client's account (all collected personal data from the client's registration, photo, etc.); - Video session records (automatic and via operator) for the purposes of e-identification; - Information on signed 	<p>All information collected and stored in connection with the provision of trust services will be kept for the entire duration of the service provision and for a period of 10 (ten) years after its termination.</p>

<p>електронни документи, вкл. метаданни/описание на документите;</p> <ul style="list-style-type: none"> - История на подписванията; - Информация за изпратени и получени документи; - История на идентифициранията; - Информация, съдържаща се в комуникация с клиенти във връзка с услугите. 		<p>electronic documents, incl. metadata/description of documents;</p> <ul style="list-style-type: none"> - History of signing; - Information about documents sent and received; - History of identification; - Information contained in the communication with the clients in regards the services. 	
<p>Информация, свързана с използването на услугата за сигурно съхраняване на документи (с хранилище): изпратени документи за</p>	<p>До изтриването им от клиента или до прекратяването на договора му, но не повече от 10 години.</p>	<p>Information related to the use of the safe storage of document service (with depository): documents sent for signing or signed through the Application</p>	<p>Until deletion by the client or termination of his contract, but no longer than 10 years.</p>

<p>подписване или подписани такива чрез Приложението</p>			
<p>Електронно подписани с атрибутивен КУКЕП изявления, които съдържат информация относно Вашата самоличност</p>	<p>До 2 часа от подписването им</p>	<p>Electronically signed with attributive QCQES statements which contain information about your identity</p>	<p>Up to 2 hours from their signing</p>
<p>Информация, свързана с използването на услугата за съхраняване на квалифицирани електронни подписи: частните ви ключове в криптиран вид</p>	<p>За периода на валидност на издадения КУКЕП.</p>	<p>Information related to the use of the qualified electronic signature storage service: Your private keys in encrypted form</p>	<p>For the period of validity of the issued QCQES</p>
<p>Информация, свързана с използване на услугата за вход в сайтове без потребителски имена и пароли</p>	<p>До 1 година от извършването на съответното действие</p>	<p>Information related to using the sign-in service on websites without user names and passwords (password-less login)</p>	<p>Up to 1 year from the relevant action</p>

(password-less login)			
Финансови и счетоводни документи; фактури; друга информация, свързана с данъчно-осигурителния контрол.	До 10 /десет/ години, считано от началото на годината, следваща тази, през която се дължи плащане на задължението за съответната година.	Financial and accounting documents; invoices; other information related to tax and social insurance control.	Up to 10 /ten/ years from the beginning of the year following the year in which payment of the obligation for the relevant year is due.
Системни логове на приложението. Логове, свързани със сигурност, техническа поддръжка, и др. (могат да съдържат информация като: дата и час, IP адрес, URL, информация за версия на браузър и устройство)	10 /десет/ години от генерирането на съответния лог.	System logs of the application. Logs related to security, technical support, etc. (may contain information such as date and time, IP address, URL, browser and device version information)	10 /ten/ years from the generation of the relevant log.
Данни и записи събрани при неуспешна идентификация	2 месеца от извършването ѝ	Data and records collected in an unsuccessful identification.	2 months after it was made.

<p>Биометрични данни, обработвани при автоматизирана или полуавтоматизирана идентификация в процеса по регистрация и активиране на Приложението.</p>	<p>Еднократно в рамките на отдалечената видеосесия по идентификация (макс. продължителност на видеосесията до 5 минути)</p>	<p>Biometric data processed during automated or semi-automated identification in the process of registration and activation of the Application.</p>	<p>One single time during the remote identification video session (maximum duration of the video session up to 5 minutes)</p>
<p>Данни, обработвани въз основа на изричното съгласие, изключение на биометричните данни (виж по-горе)</p>	<p>От момента на предоставяне на съгласието до оттеглянето му от субекта на данните</p>	<p>Data processed based on your explicit consent, except the biometric data (see above)</p>	<p>From the moment the consent was given to its withdrawal from the data subject</p>
<p>Посочените в тази Политика лични данни могат да бъдат обработвани и за по-дълъг срок от посочените по-горе, ако това е необходимо за постигане на целите, предвидени в нея или за защитата на правата и/или законните интереси (включително и по съдебен ред) на Евротръст или на трети лица или ако действащото законодателство</p>		<p>The personal data listed in this Policy may also be processed for longer periods of time than the ones specified above if this is necessary to achieve the purposes set forth therein or to protect the rights and/or legitimate interests (including through judicial remedy) of Evrotrust or of third parties or if the legislation in force provides for processing of the data for a</p>	

<p>предвижда обработване на данните за по-дълъг срок.</p>	<p>longer period.</p>
<p>7.</p>	
<p>8. КАКВИ СА ВАШИТЕ ПРАВА И КАК МОЖЕ ДА ГИ УПРАЖНИТЕ?</p>	<p>8. WHAT ARE YOUR RIGHTS AND HOW YOU CAN EXERCISE THEM?</p>
<p>Във връзка с осъществяването от нас обработване на лични данни, Вие имате следните права съгласно Регламента и приложимото законодателство за защита на личните данни:</p>	<p>In connection with the personal data processing we carry out, You have the following rights under the Regulation and the applicable personal data protection legislation:</p>
<p>8.1. Право на информация</p>	<p>8.1. Right to information</p>
<p>Вие имате право да получите информация относно извършваното обработване на личните ви данни от нас, като тази информация се съдържа в настоящата Политика;</p>	<p>You have the right to obtain information about the processing of your personal data by us, as this information is contained in this Policy;</p>
<p>8.2. Право на достъп</p>	<p>8.2. Right of access</p>
<p>Вие имате право да получите потвърждение дали се обработват Ваши лични данни, достъп до тях и информация относно обработването им и правата Ви във връзка с това.</p>	<p>You have the right to obtain confirmation as to whether or not Your personal data are being processed, access to them and information on the processing and Your rights in this regard.</p>
<p>8.3. Право на коригиране</p>	<p>8.3. Right to rectification</p>
<p>Вие имате право да поискате коригиране на Ваши лични данни, в случай че те са непълни или неточни.</p>	<p>You have the right to request the rectification of Your personal data in case they are incomplete or inaccurate.</p>
<p>8.4. Право на изтриване</p>	<p>8.4. Right to erasure</p>
<p>Вие имате право да поискате изтриване на Ваши данни, ако са налице основанията за това, предвидени в Регламента.</p>	<p>You have the right to request erasure of Your data, if the grounds for doing so provided for in the Regulation are in place.</p>
<p>8.5. Право на ограничаване във връзка</p>	<p>8.5. Right to restriction in relation to the</p>

с обработването на данни	data processing
Регламентът предвижда възможност да ограничите обработването на Ваши лични данни, ако са налице основанията за това, предвидени в него.	The Regulation provides for the possibility to restrict the processing of your personal data if the grounds for doing so are in place.
8.6. Право за уведомяване на трети лица	8.6. Right to notification of third parties
Вие имате право да искате от нас да уведомим трети лица, на които са били разкрити личните Ви данни, за всяко извършено коригиране, изтриване или ограничаване на обработването на личните Ви данни, освен ако това е невъзможно или изисква несъразмерно големи усилия от наша страна.	You have the right to request from us to notify third parties to whom your personal data has been disclosed of any rectification, erasure, or restriction of the processing of your personal data, unless this is impossible or requires disproportionate effort on our part.
8.7. Право на преносимост на данните	8.7. Right to data portability
Вие имате право да получите личните данни, които сте ни предоставили и които се отнасят за вас, в структуриран, широко използван и пригоден за машинно четене формат, и да прехвърлите тези данни на друг администратор без възпрепятстване от наша страна.	You have the right to receive the personal data that are concerning You and that You have provided to us in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance on our part.
Правото на преносимост на данните се прилага, когато са изпълнени едновременно следните две условия:	The right to data portability applies where both of the following conditions are met:
- обработването е основано на съгласие или на договорно задължение; и	- the processing is based on consent or on contractual obligation; and
- обработването се извършва по	- the processing is carried out by

автоматизиран начин.	automated means.
Ако е технически осъществимо Вие имате право да получите пряко прехвърляне на личните данни от Нас към друг администратор. Правото на преносимост на данните може да бъде упражнено по начин, по който не влияе неблагоприятно върху правата и свободите на други лица.	If technically feasible, You shall be entitled to have Your personal data directly transmitted from Us to another controller. The right to data portability may be exercised in a way that does not adversely affect the rights and freedoms of other persons.
8.8. Право да не бъдете обект на решение, основаващо се единствено на автоматизирано обработване	8.8. Right not to be subject to a decision based solely on automated processing
Вие имате право да не бъдете обект на решение, основаващо се единствено на автоматизирано обработване, включващо профилиране, което поражда правни последствия за вас или по подобен начин ви засяга в значителна степен, освен ако не са налице предвидените в приложимото законодателство по защита на личните данни основания за това и са предвидени подходящи гаранции за защита на вашите права, свободи и легитимни интереси.	You have the right not to be subject to a decision based solely on automated processing including profiling, which produces legal effects concerning You or similarly significantly affects You, unless the grounds provided for doing so in the applicable personal data protection legislation are in place and appropriate safeguards to protect your rights, freedoms and legitimate interests are provided.
При регистрацията ви в Приложението чрез автоматизирана идентификация въз основа на вашето изрично съгласие и с оглед сключването на договора ви с Евротръст се взема решение, основаващо	Upon registration in the Application through automated identification on the basis of your explicit consent and in view of conclusion of Your Contract with Evrotrust a decision based solely on automated processing of

<p>се единствено на автоматизирано обработване на вашите данни (вкл. биометрични данни), което поражда съществени правни последици за вас - потвърждаване на идентификацията ви и издаване на КУКЕП. Предвидените подходящи гаранции за вашите права, свободи и легитимни интереси в тази връзка са, както следва:</p>	<p>your personal data (incl. biometric data) is made which produces significant legal effects for You - confirmation of Your identification and issuance of QCQES. The appropriate safeguards provided for your rights, freedoms and legitimate interests in this regard are as follows:</p>
<ul style="list-style-type: none"> • Ако не желаете да сте обект на такова решение, можете да преминете през идентификация в офис на Регистриращ орган на Евротръст (т.е. да бъдете идентифициран чрез лично явяване); 	<ul style="list-style-type: none"> • If you do not wish to be subject to a such decision, you may pass through an identification at an office of Evrotrust's Registration Authority (i.e. be identified through an appearance in person);
<ul style="list-style-type: none"> • При неуспешна автоматизирана идентификация - човешка намеса чрез видеоконферентен разговор в реално време през Приложението между вас и оператор от Регистриращ орган на Евротръст; 	<ul style="list-style-type: none"> • In case of unsuccessful automated identification - human intervention through real-time video conference call via the Application between You and operator of Evrotrust's Registration Authority;
<ul style="list-style-type: none"> • При успешна автоматизирана идентификация 	<ul style="list-style-type: none"> • In case of successful automated identification
<p>В допълнение за гарантиране на вашите права и интереси след успешно извършване на автоматизирана идентификация записът от видео идентификацията преминава през допълнителна човешка проверка от оператор на Регистриращия орган. По</p>	<p>In addition to safeguard your rights and interests after successful automated identification, the record from the video identification shall passed through an additional human verification by an operator of the Registration authority. For the same reason, Evrotrust stores all collected data</p>

<p>същата причина Евротръст съхранява и всички събрани данни и записи по време на неуспешна идентификация за срок до 2 месеца от извършването ѝ.</p>	<p>and records during an unsuccessful identification for a period of up to 2 months from the date when it was made.</p>
<p>8.9. Право на оттегляне на съгласие</p>	<p>8.9. Right to withdrawal of consent</p>
<p>Вие имате право, по всяко време, да оттеглите съгласието си за обработване на лични данни, ако съответното обработване е на базата на дадено от Вас съгласие. Такова оттегляне не засяга законосъобразността на обработването въз основа на даденото съгласие до момента на оттеглянето му.</p>	<p>You have at any time the right to withdraw your consent to personal data processing if the respective processing is based on the consent given by You. Such withdrawal does not affect the lawfulness of processing based on consent before its withdrawal.</p>
<p>8.10. Право на възражение</p>	<p>8.10. Right to object</p>
<p>Вие имате право по всяко време и на основания, свързани с Вашата конкретна ситуация, да възразите по отношение обработването на Ваши данни, което се основава на обществен интерес, упражняване на официални правомощия или на легитимните интереси на Евротръст или на трета страна.</p> <p>В случай на постъпване на такова възражение ние ще разгледаме Вашето искане и ако е основателно, ще го изпълним. Ако считаме, че съществуват убедителни законови основания за обработването или че то е необходимо за установяването, упражняването или</p>	<p>You have the right to object at any time and on grounds relating to Your particular situation, to processing of Your personal data which is based on public interest, exercise of official authority or Evrotrust or of a third party.</p> <p>In the event of such an objection, we will examine Your request and, if justified, we will comply with it. If we consider that there are compelling legitimate grounds for the processing or that it is necessary for the establishment, exercise or protection of legal claims, we will inform You accordingly.</p>

<p>защитата на правни претенции, ще Ви информираме за това.</p>	
<p>8.11. Упражняване на правата</p>	<p>8.11. Exercise of rights</p>
<p>Описаните по-горе права може да упражните по всяко време като използвате наличните в Приложението функционалности или изпратите съответно писмено искане към ДЛЗД на Евротръст - по пощата на адреса за контакт или по имейл на електронния пощенски адрес, посочени в т. 1 от тази Политика, съобразно предвидения в приложимото законодателство ред.</p>	<p>The rights described above may be exercised at any time using the functionalities available in the Application, or you may send a written request to the Evrotrust's DPO - by mail to the contact address or by e-mail to the email address specified in item 1 of this Policy, in accordance with the procedure laid down by the applicable legislation.</p>
<p>8.12. Право на жалба до надзорен орган</p>	<p>8.12. Right to lodge a complaint with a supervisory authority</p>
<p>Вие имате право да подадете жалба до надзорен орган по защита на личните данни, по-специално в държавата членка на ЕС на обичайното ви местопребиваване, мястото ви на работа или мястото на предполагаемото нарушение, ако считате, че обработването на лични ви данни нарушава разпоредбите на Регламента или на други приложими изисквания за защита на личните данни.</p>	<p>You have the right to lodge a complaint with a supervisory authority, in particular in the Member State of Your habitual residence, place of work or place of the alleged infringement if You consider that the processing of Your personal data infringes this Regulation or other applicable personal data protection requirements.</p>
<p>Надзорният орган в Република България е Комисията за защита на личните данни, с адрес: гр. София 1592, бул. „Проф. Цветан Лазаров“ № 2, Уебсайт:</p>	<p>The supervisory authority in the Republic of Bulgaria is the Commission for Personal Data Protection, address: Sofia 1592, 2 Prof. Tsvetan Lazarov Blvd., Website:</p>

https://www.cdpd.bg/ .	https://www.cdpd.bg/ .
Информация за надзорните органи в останалите държави членки в ЕС може да намерите тук.	You can find information about the supervisory authorities of other Member States here.
9. Как защитаваме Вашите лични данни?	9. HOW DO WE PROTECT YOUR PERSONAL DATA?
Ние ще предприемем всички необходими стъпки, включително технически и организационни мерки, съобразени с нивото на риск на извършването от нас обработваме, за да гарантираме, сигурността на Вашите лични данни, така че да не се допусне случайно или неправомерно унищожаване, загуба, промяна, неправомерно разкриване, достъп или друго незаконно или нежелано събитие, което да застраши сигурността на обработвани от нас лични данни.	We will take all necessary steps, including technical and organisational measures tailored to the level of risk to the processing carried-out by us to safeguard the security of Your personal data so as to prevent accidental or unlawful destruction, loss, alteration, unlawful disclosure, access, or other illegal or undesirable event that could endanger the security of personal data processed by us.
10. Към кого може да се обърнете във връзка с обработването на личните Ви данни и с упражняването на Вашите права? Нашето Длъжностно лице по защита на данните	10. WHO CAN YOU CONTACT IN REGARDS YOUR PERSONAL DATA PORCESSING AND EXERCISE OF YOUR RIGHTS? OUR DATA PROTECTION OFFICER
Вие може да адресирате всички свои искания и въпроси, свързани със защитата на личните ви данни и упражняването на правата ви съгласно законодателството за защита на личните данни, към нашето ДЛЗД:	You may address all your requests and questions relating to the protection of your personal data and the exercise of your rights under personal data protection law to our DPO:
телефон: (+359 2) 448 58 58	telephone: (+359 2) 448 58 58

електронен адрес: dpo@evrotrust.com	e-mail address: dpo@evrotrust.com
адрес: гр. София, 1766, бул. „Околоръстен път“ № 251 Г, „ММ БИЗНЕС ЦЕНТЪР“, ет. 5	Address: Sofia, 1766, Business center MM, floor 5, „Okolovrasten pat“ 251G
11. Промени в Политиката	11.CHANGES TO THE POLICY
Ние може периодично да актуализираме тази Политика, с цел да отразяваме всички промени в начина на обработване на Вашите лични данни, или за да съобразим промени в действащото законодателство.	We may update this Policy from time to time in order to reflect any changes in the processing of your personal data or to comply with changes in current legislation.
Всички промени, които можем да направим в бъдеще, ще бъдат публикувани в Приложението, както и на нашия уебсайт: www.evrotrust.com	All changes which we may further make will be published in the Application as well as on the website: www.evrotrust.com
Политика за защита на личните данни е актуализирана последно на 15 януари 2022 година.	<i>The Privacy Policy was last updated on 15th January, 2022.</i>
Настоящият документ е публикуван на уебсайта на Евротръст в интернет на български и английски език. В случай на несъответствие между текстовете на български и английски език, приоритет има българския текст.	<i>This document has been published on Evrotrust's website on the internet in Bulgarian and in English language. In case of any discrepancy between the Bulgarian and the English text, the Bulgarian text takes precedence.</i>