
	<p>ОБЩИ УСЛОВИЯ НА ДОГОВОРА ЗА ПРЕДОСТАВЯНИ УДОСТОВЕРИТЕЛНИ, ИНФОРМАЦИОННИ, КРИПТОГРАФСКИ И КОНСУЛТАНТСКИ УСЛУГИ</p>	<p>eIDAS-GTC <b>For public use</b></p>
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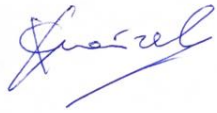



# GENERAL TERMS AND CONDITIONS

## FOR CERTIFICATION, INFORMATION, CRYPTOGRAPHIC AND CONSULTANCY SERVICES

Version: 1.2

	ОБЩИ УСЛОВИЯ НА ДОГОВОРА ЗА ПРЕДОСТАВЯНИ УДОСТОВЕРИТЕЛНИ, ИНФОРМАЦИОННИ, КРИПТОГРАФСКИ И КОНСУЛТАНТСКИ УСЛУГИ	eIDAS-GTC <b>For public use</b>
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**Registration date of the document:** 13.04.2017

**The original document is kept by:** with Representative of the management for ISMS

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## 1. INFORMATION ABOUT THE PROVIDER OF CERTIFICATION SERVICES


Name:	Evrotrust Technologies AD
UIC:	203397356
Registered office and management address:	Sofia 1113, Izgrev Region, "Iztok" Res. Area, 2 Nikolay Haytov Street, entrance D, floor 2
Mail address:	Sofia, 101 Tsarigradsko Shose Blvd, floor 6
Telephone:	(+359 2) 448 58 58
Fax:	(+359 2) 448 58 58
E-mail:	mail@evrotrust.com
Website:	<a href="https://www.evrotrust.com/">https://www.evrotrust.com/</a>

### 1.1 CERTIFICATION SERVICES

Evrotrust Technologies AD (hereinafter referred to as "Evrotrust") is a provider of both qualified and unqualified certification services and has been registered in the List of Qualified Providers of Certifications Services maintained by the Communications Regulation Commission.

### 1.2 CERTIFYING AUTHORITY WITHIN EVROTRUST

Name of the Certifying Authority as a separate organizational unit within Evrotrust	Certifying Authority of Evrotrust
Customer Service Department	Sofia, 101 Tsarigradsko Shose Blvd, floor 6
Customer Service Department office hours:	Every working day from 9:00 a.m. until 5:00 p.m.
Customer Service Department telephone number:	(+359 2) 448 58 58
Customer Service Department e-mail address:	office@evrotrust.com
Customer Service Department	<a href="https://www.evrotrust.com/">https://www.evrotrust.com/</a>

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access information:	
Complaints can be submitted to the following address:	Sofia, 101 Tsarigradsko Shose Blvd, floor 6
Consumer protection competent authority <sup>1</sup> :	Consumer Protection Commission Website: <a href="https://kzp.bg/">https://kzp.bg/</a> Address: 4A Slaveykov Square, floors 3, 4 and 6 Telephone: 02/933 0565, Fax: 02/9884218

## 2. CONTRACT'S PURPOSE, SUBJECT AND PUBLICATION

### 2.1 CONTRACT'S PURPOSE

The purpose of the Contract is to arrange the legal relationship between the Provider and the Customer with regard to the provision and use of Certification Services.


The Policies and Practices for the provision of services (hereinafter collectively referred to as "Policies and Practices") shall constitute an integral part of the present Contract which, together with the said Policies and Practices, shall hereinafter be referred to as the Contract.

This document has been assigned Unique Object Identifier № 1.3.6.1.4.1.47272.3.1.2.

### 2.2 SERVICES SUBJECT TO THE CONTRACT

- a) Subject to Customer's compliance and strict observance of the Contract and the applicable legislation, Evrotrust shall, through the Application, provide the Customer with free of charge or paid Services.
- b) In view of the Services' improvement and expansion, they shall be diversified and constantly supplemented and modified, and based on that, their number, characteristics and provision terms may be unilaterally changed by Evrotrust from time to time.

<sup>1</sup> For "Consumers" as defined by Art. 13, item 1 of the Additional Provisions to the Consumer Protection Act.

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- c) The Services that can be provided by Evrotrust through the Application shall include among others: certification services for the issuance, maintenance and management of certificates for electronic signature, electronic seal and website authentication; electronic time-stamps; electronic identification; electronic registered mail; qualified and unqualified validation of qualified and advanced electronic signatures, electronic stamps, time stamps, and secure serving and authentication of websites; qualified storage and remote use of private creation keys, electronic signatures, electronic stamps and cryptographic keys; safe storage of electronic documents and other information objects, etc.
- d) All the Services accessible through the Application shall be set out in the Policies and Practices. Furthermore, if technically feasible, the Application could be employed for the use and/or request of services offered by other providers of certification services which shall be provided in accordance with the applicable policies and practices of the respective provider.
- e) The Services shall be requested by the Customer through the Application.
- f) Where Services have been requested through the Application, the Customer shall accept all the Policies and Practices applicable to them, and these Policies and Practices shall become an integral part of the Contract.

## 2.3 CONTRACT'S SCOPE

- a) Unless explicitly agreed otherwise, the contract shall be concluded for an indefinite period of time.
- b) The Services accessible through the Application shall be accessible worldwide.

## 2.4 UPLOADING THE APPLICATION

- a) In order for the Customer to use the Services through the Application, he/she shall have to express in advance his agreement with the Contract and shall undertake the following measures described herein below:
- b) In order to use the Services, the Customer shall:

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- have at his/her disposal a Device that shall allow for the uploading and normal functioning of the Application;
- make sure that the Device employed by him/her is connected to the Internet in a way that shall guarantee the use of data transfer services at a speed allowing for functional access to the Internet;
- ensure that the Device is connected to a mobile network in a way that shall enable him/her to use mobile services, including the possibility of receiving and sending short text messages (SMS), IM messages and e-mails;
- have the latest version installed on the Device and shall keep it updated.

## 2.5 INFORMATION PUBLICATION

Evrotrust shall publish on its website:


- a) a list containing the types of Devices that are compatible with the Application;
- b) information about the Application's versions and shall provide possibility for their direct download and installation;
- c) information about the Services and their current scope;
- d) the Tariff;
- e) the Policies and Practices; and
- f) guidelines on any other relevant technical requirement concerning the use of Services.

## 3. ACTIVITIES RELATED TO THE CONCLUSION OF THE CONTRACT

### 3.1 ACTIVITIES RELATED TO THE CONCLUSION OF THE CONTRACT

- a) After the uploading of the Application and its launch on the Device, the Customer shall make himself/herself familiar with the terms and conditions of the Contract and shall accept them along with the Policies and Practices, following which he/she shall activate the Application by pressing the button "I accept the terms and conditions". By doing so the Customer shall



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request Evrotrust to undertake actions for the conclusion of the Contract, of which the application for the remote issuance of a Qualified Certificate for Qualified Electronic Signature is an integral part.

- b) By performing the actions referred to in item 1 hereinabove the Customer shall agree that he/she shall be communicated at the e-mail address and mobile phone number indicated by him/her upon registration, as well as through IM messages within the Application and short text messages (SMS). Every message that has been successfully sent to the specified e-mail and mobile phone number shall be considered as duly served and there shall be no need to confirm its receipt. The successful dispatch of a message to the Customer through the Application shall, within the meaning of the Regulation, be deemed as a secure and duly delivery of an electronic registered mail (advanced or accordingly qualified).


### 3.2 REGISTRATION

Customer's registration in the Application shall include the following stages:

- a) Creation of security codes (PIN and secret answers to control questions);
- b) Personal data entry;
- c) Identification;
- d) Information about contacts and confirmation of registration;

### 3.3 CREATION OF SECURITY CODES

- a) Upon the launch of the Application the Customer shall select and enter his/her PIN code, along with secret answers to control questions which shall be used for the recovery of a forgotten PIN, for PIN changing, or for the amendment of information related to Customer's registration.
- b) The PIN code is a secret one and it shall not be stored by Evrotrust. It shall be used to decrypt and remotely access Customer's private keys in real time. The Customer shall not have the right to provide his/her PIN code to third parties. Should he/she fail to comply with

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this requirement, all of his/her statements shall be considered as being made by him/her with resulting legal consequences which shall be binding on his/her legal scope.

- c) Depending on the maintained functionality of the Device on which the Application has been installed and the software features developed by Evrotrust, within the Application, and only in it, Customer’s biometric data, such as fingerprint, voice photograph, facial shape, ear shape, pupil, etc., could be attached to the PIN code. Customer’s biometric data shall at all times remain under his/her control within his/her Device and installed Application. Evrotrust shall not process and store this data, unless explicitly requested by the Customer for the needs of the respective Services and in compliance with the requirements of the applicable legislation on personal data protection.


### **3.4 ENTERING OF PERSONAL DATA**

- a) Having created the security codes, the Customer shall enter his/her personal data in accordance with the fields provided for in the Attachment and shall confirm their authenticity by pressing the button “Next”. Thus, the data shall be automatically sent to the Evrotrust System.
- b) The Customer shall be able to correct the data entered by him/her before selecting the “Next” button.

### **3.5 CUSTOMER IDENTIFICATION**

Customer’s identification and verification of the data submitted by him/her shall be done in the following manner:

- a) By using the camera of his/her Device in observance of the respective instructions, the Customer shall make a clear copy of his/her valid identity document and shall send it to the Evrotrust System through the Application.
- b) The Evrotrust System shall automatically detect the data contained in the identity document.
- c) Automated identification:

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- i) If technically feasible, Evrotrust shall automatically verify the identity of the Customer by exchanging the data referred to in item 3.5, letter “b” hereinabove with the National Register of Bulgarian Identity Documents (NRBID) with the Ministry of Interior.
- ii) By using the camera of his/her Device, the Customer shall make a photograph of his/her face in accordance with the written and oral guidelines included in the Attachment.
- iii) Where technically feasible, the identification shall be done automatically, and the biometric data from the Customer’s face shall be automatically compared to the Customer’s photograph obtained under the procedure outlined in item 3.5, letter “c” (i) hereinabove;
- iv) If the validity of the identity document has been successfully verified as per the procedures described in item 3.5, letter “c” (i) and item 3.5, letter “c” (iii) hereinabove, then the Customer shall be considered as having been successfully identified and his/her identity shall be considered verified.

d) Semi-automated identification

Where the automated identification under item 3.5, letter “c” hereinabove has proven to be unsuccessful, and where there is no integration with national registers, the Customer shall hold through the Application a real-time video conference with an Evrotrust operator. Should the operator achieve a successful identification, he/she shall confirm the Customer’s identification and identity.

e) Identification held in an Evrotrust office

Should the operator refuse to confirm Customer’s identification and identity as per item 3.5, letter “d” hereinabove, then this shall only be done upon Customer’s personal appearance in an Evrotrust office or in the offices of any of the company’s partners indicated in the Attachment. In this particular case, the identification and identity verification shall be carried out upon the submission of a valid identity document. The Customer shall confirm the authenticity of the data contained in the completed documents by personally laying his/her signature in the presence of an Evrotrust authorized official or representative.


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### 3.6 VERIFICATION OF REPRESENTATIVE POWER

- a) In addition to Customer's identification, when Services are requested on behalf of individuals or corporate bodies, the legitimate representative power of the person representing the Customer (hereinafter referred to as "Represented Person/-s") shall also be subject to automated verification on the basis of submitted national identifier (Personal Identification Number for Bulgarian citizens, or UIC/BULSTAT). If the automated verification cannot be performed, then according to the applicable law there shall be produced a document certifying the good standing of the Represented Person. Evrotrust shall have the right to demand that the Customer appear in person, and/or shall insist on him/her presenting either original or notary certified documents attesting to his/her representative power.
- b) The contractual representative power shall be verified through empowerment made in advance on the part of the Represented Person or by his/her legal representative, who has been identified as user of Evrotrust qualified Services. The said empowerment shall be entered in a Register of Empowerments maintained by Evrotrust. If the Represented Person is not a Customer of Evrotrust, the empowerment shall be carried out through the Application or by the sending of a copy of a notary certified power of attorney to an e-mail address specified by Evrotrust, and the latter shall check the validity of the said power of attorney with the respective notary who has certified it.

### 3.7 IDENTIFICATION BY THIRD PARTIES


- a) Where Evrotrust and a third party have established contractual relationships, Customer's identification according to item 3.5 hereinabove could be done by the said third person acting as Evrotrust representative.
- b) In this case, the Customer shall use the respective functionality in the Application, duly noting that he/she has already been identified, and shall enter the identifier indicated to him/her by the third party. Upon the insertion of the identifier, the Customer data referred to in item 3.4 hereinabove shall be submitted to Evrotrust by the third identifying person, and instead of performing the verification under item 3.5 hereinabove, only the actuality of his/her filed data shall be verified through a respective data exchange with the national registers (NRBID).

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c) In the case of inconsistent data, Evrotrust shall have the right to ask the Customer to go through the processes described in items 3.4 and 3.5 hereinabove.

### **3.8 CONFIRMATION OF REGISTRATION AND CONTRACT SIGNING**

- a) The Application shall complete the registration process by sending messages containing 6-digit confirmation codes to the mobile phone number and the e-mail address indicated by the Customer.
- b) Once the codes are successfully entered and accepted by the Evrotrust System, the Customer shall press the “Confirm” button, thus requesting Evrotrust to issue him/her a Qualified Certificate for Qualified Electronic Signature (QCQES) and applying for the signing of the Contract, along with the Policies and Practices. Evrotrust shall provide explanatory text before the “Confirm” button is pressed.
- c) By completing the actions referred to in item 3.8, letter “b” hereinabove, the Customer shall request from Evrotrust the remote issuance of QCQES with Customer’s national identifier (Unified Civil Number/Foreigner’s Personal Number) inserted in it, and Evrotrust shall provide in real time the Customer with QCQES and shall secure the signing of both the Contract and the Policies and Practices with qualified electronic signature. In order to avoid any doubts, by pressing the “Confirm” button referred to in item 3.8, letter “b” hereinabove, the Customer shall sign the Contract which shall then be deemed as concluded, thus marking the end of the registration process.
- d) The Contract, signed by the Customer and Evrotrust, shall be sent to the Customer through the Application.
- e) The text of the Contract shall be accessible for storage on the Customer’s Device in a way that shall enable its subsequent recovery from the “Settings” menu of the Application and from Evrotrust’s website - <http://terms.evrotrust.com>
- f) The Contract shall be concluded in Bulgarian or in any other language supported by the Application.

	<p style="text-align: center;"><b>ОБЩИ УСЛОВИЯ НА ДОГОВОРА ЗА ПРЕДОСТАВЯНИ УДОСТОВЕРИТЕЛНИ, ИНФОРМАЦИОННИ, КРИПТОГРАФСКИ И КОНСУЛТАНТСКИ УСЛУГИ</b></p>	<p style="text-align: center;"><b>eIDAS-GTC For public use</b></p>
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### **3.9 QUALIFIED CERTIFICATE FOR QUALIFIED ELECTRONIC SIGNATURE (QCQES)**


- a) The QCQES issued in accordance with item 3.8 hereinabove shall be immediately published in Evrotrust’s publicly accessible certificates database, and it shall not be made publicly available, unless explicitly requested so by the Customer, who may state this intent of his/her by clicking the appropriate checkbox in the Application’s “Certificates” menu from where the issued certificates shall be managed.
- b) The issued QCQES shall have a validity period of 2 (two) years as of the date of its publishing in Evrotrust’s certificates database.
- c) In addition to the mandatory characteristics imposed by Regulation (EC) 910/2014, the issued QCQES shall also include the Customer’s national identifier.

### **3.10 CHANGING THE DEVICE. ADDING A NEW DEVICE**

- a) Where a Device has been changed or a new one has been added, the Customer shall identify himself/herself with the e-mail address and PIN specified by him/her.
- b) The Customer may operate with the Application through an unlimited number of Devices. The Evrotrust System shall store a list of all the active Devices used by the Customer in order to access the Application.
- c) Any Device used by the Customer can be deactivated from the Application’s “Settings” menu after the “Deactivate the Device” button has been pressed.

### **3.11 CONTRACTUAL RELATIONS WITH REPRESENTED PERSONS**

When requesting Services on behalf of a Represented Person, the Customer shall accept the terms and conditions of the Contract, as well as all the Policies and Practices applicable to the Services ordered. Thus, the Customer shall, on behalf of the Represented Person, conclude a Contract with Evrotrust.

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## 4. CUSTOMER'S RIGHTS

### 4.1 RIGHT OF REFUSAL


Pursuant to the Consumer Protection Act, the Customer shall have the right to renounce, without owing any compensation or penalty and without stating the reason for that, the remotely concluded Contract within a 14-day period as from the date of Contract's signing. Since the Services are being fully provided immediately after having been requested, by accepting the terms and conditions of the Contract and by requesting the issuance of QCQES in accordance with the procedure described in item 3.8 hereinabove, the Customer shall explicitly agree in advance and shall acknowledge that he/she is aware of the fact that he/she shall forfeit his/her right of refusal as soon as he/she is issued with the requested QCQES.

### 4.2 RIGHT TO ACCESS THE SERVICES

The Customer shall have the right to access the Services provided he/she complies with the terms and conditions of the Contract and the access requirements established by Evrotrust for each individual type of Service.

## 5. CUSTOMER'S DUTIES

- a) The Customer shall agree to abide by the terms set by Evrotrust with regard to the particularities of the way the Services are being provided and in relation to any adopted by Evrotrust policy meant to protect or improve the quality and reliability of the Services.
- b) The Customer shall himself/herself secure the technical equipment, software, access to mobile phone service and mobile data transfer, which he/she shall need in order to use the Services.
- c) When using the Services, the Customer shall commit himself/herself:
  - to observe the Contract and the applicable legislation;
  - not to infringe on other persons' proprietary or non-proprietary rights, including intellectual property rights;

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- to promptly inform Evrotrust on any case of committed or established violation in the use of Services;
- not to present himself/herself for another person or otherwise mislead Evrotrust or any third party as to his/her identity;
- to provide, upon his/her registration and identification and while using the Application and/or the Services, true, accurate and complete information as required by Evrotrust, the Contract, the Policies and Practices and the applicable legislation;
- to check the thoroughness and accuracy of the certificates issued to him/her and immediately notify Evrotrust in the case of any discrepancy between the information submitted and the contents of the respective certificate;
- to cease using the Application, the Services, and the certificates issued to him/her, should he/she become suspicious about the PIN code having been compromised or should he/she lose the Device with the Application installed on it, in which case the Customer shall promptly request Evrotrust to stop/block/suspend the provision of Services;
- to instantly inform Evrotrust upon the occurrence of any change in the information submitted by him/her in connection with the use of the Application and/or the Services, and ask for the immediate termination of the issued certificates in the event of the information included in them being altered;
- to use the Application, the Services, and the certificates issued by Evrotrust only for their intended purposes;
- not to perform any malicious actions.

d) The Customer shall be required to take care and undertake necessary measures to protect his/her Devices and PIN code, which he/she shall not make available to third parties. The Customer shall be held fully responsible for the security of his/her PIN code and for all the actions, resulting from the use of the said PIN code, performed by him/her or third parties.

## 6. EVROTRUST RIGHTS

a) Evrotrust shall have the right:




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- at its own discretion and without giving any warning, to suspend or temporarily restrict Customer's access to the Services, provided it is in possession of data or has doubts that the Customer is using the Services in violation of the applicable legislation or the Contract;
  - to demand that the Customer supply all the data necessary for his/her successful identification and registration in the Application, to process and verify the said data and request additional information needed for the provision of Services;
  - to publish in its publicly accessible database, in accordance with the legal requirements and Customer's instructions (to the extent permissible), all the certificates issued by it and the information contained in them;
- b) Evrotrust shall not be obliged, nor shall it have the objective possibility to control the way and/or the purposes for which the Customer shall use the Services provided. Furthermore, Evrotrust shall not be required to seek facts and circumstances indicating the performance of any illegal activity.
- c) Should the Customer fail on any of his/her duties referred to in item 5, letter "c" hereinabove, Evrotrust shall be entitled to suspend or forthwith cease, without advance notice, the provision of Services, or shall unilaterally terminate the Contract with immediate effect and shall, if illegal activities are suspected, notify the competent authorities.

## 7. EVROTRUST DUTIES

- a) Evrotrust shall commit itself to:
- provide the Customer with Services in compliance with the terms and conditions of the Contract and the applicable legislation;
  - immediately take actions related to the suspension, resumption and termination of the validity of the certificates issued by it, if the respective grounds have been established;
  - promptly inform the Customer on the circumstances concerning the validity and reliability of the certificate issued by it;
  - electronically publish and update a generally accessible list of certificates that have been cancelled by it;


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## 8. CUSTOMER'S RESPONSIBILITY


- a) The Customer shall be responsible for the performance of the duties specified in item 7 hereinabove.
- b) The Customer shall be solely responsible for the use of his/her PIN code, as well as for any use of the said PIN code by third parties. The Customer shall be solely responsible for protecting his/her Devices with the Application installed on them, and shall also be held liable for any operation with the Devices authorized by him/her.
- c) The Customer shall indemnify Evrotrust for all the damages and lost profits incurred by it, including all paid fines, lawyer's remunerations, and other expenses resulting from claims raised by third parties or compensations paid to third parties in relation to Customer's violation of his/her contractual duties, the Politics and Practices, and any other document that constitutes an integral part of the Contract. The Customer shall also cover all the damages caused by his/her infringement on his/her duties under the applicable legislation.
- d) The Customer declares and agrees that he/she shall use the Application and the Services entirely at his/her own risk and responsibility, and further declares and agrees that Evrotrust shall not be held liable for eventual damages inflicted on the Customer during the said use, except when the said damages have been deliberately caused by Evrotrust or have resulted from gross negligence on its part, unless explicitly specified otherwise by the law.

## 9. EVROTRUST RESPONSIBILITY

- a) According to Art. 13 of Regulation 910 and pursuant to the Obligations and Contracts Act and the Consumer Protection Act, Evrotrust shall be held responsible for damages inflicted, intentionally or due to gross negligence, on third parties (both individuals and legal entities) – Trust Parties which are not party to the Contract.
- b) According to Art. 13 of Regulation 910 and pursuant to the Obligations and Contracts Act and the Consumer Protection Act, Evrotrust shall be held responsible for damages inflicted, intentionally or due to gross negligence, on the Customer.
- c) Evrotrust shall not be liable to the Customer for damages occurring as a result of the Customer providing untrue, incomplete or inaccurate data.
- d) Evrotrust shall not be held responsible for any damages caused:

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- to the software, hardware, the Device or any other type of telecommunications equipment, nor shall it be held responsible for damages due to the loss of data resulting from materials and resources which have been sought, uploaded or used in any way through the Services provided;
  - by Customer's untimely request or failure to send a request for the suspension/blocking/termination of the Application, the Services and/or the certificates issued to him/her;
  - by Customer's failure to perform on his/her contractual duties, the Policies and Practices, and any other document that is an integral part of the Contract, nor shall Evrotrust be held liable for any damages caused by Customer's non-performance on his/her duties under the applicable legislation.
  - by a certificate being used outside the limits of the purposes stated in it and beyond the restrictions imposed on its effectiveness.
- e) Evrotrust shall not be held responsible for the availability and quality of the goods and/or the content of the services provided to the Customer by third parties, including Trust Parties who happen to be recipients of electronic messages sent through the Application. Since the actions performed by these third parties are not controlled by Evrotrust, it will not bear any responsibility for the unlawful nature of their activity, nor shall Evrotrust be held liable for the emergence, guaranteeing, alteration or termination of any assumed obligations and commitments related to any goods or services offered by the aforementioned third parties, not shall it be held responsible for any damages and lost profits suffered as a result of these relationships.
- f) Evrotrust shall not be held responsible for the non-delivery of Services upon the occurrence of circumstances that are beyond its control, i.e. cases of Force Majeure, accidental events, problems with the Internet global network, the electronic communication systems and the provision of services beyond the control of Evrotrust, nor shall it be held liable in the event of third parties gaining unauthorized access or intervening in the functioning of the Application installed on the Customer's Device.
- g) Evrotrust shall not be liable to the Customer and any third parties for damages and lost profits resulting from the termination, suspension, modification or limitation of the Services.

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h) The contractual parties agree that Evrotrust shall not be held responsible for its failure to deliver the Services or for providing them with inferior quality as a result of Evrotrust carrying out tests or prophylaxis aimed at checking the equipment, connections, networks, etc., or tests which are intended to improve and optimize the Services offered. In this particular case, Evrotrust shall inform the Customer in advance on the possible and temporary failure in the provision of Services and their poor quality by sending an IM message, or a short text message (SMS), and an e-mail to the registered electronic address.

## 10. PRICES. PAYMENT METHOD

- a) Evrotrust shall provide the Services free of charge or for remuneration based on prices listed in the Tariff for the use of Services (the “Tariff”), which shall be accessible through the Application and at the following address: <http://tariff.evrotrust.com>.
- b) Subject to the requirements of the applicable legislation, Evrotrust shall be entitled to unilaterally change the prices indicated in the Tariff. This change shall not affect Services that have already been paid by the Customer.
- c) The prices for the use of Services shall be paid to Evrotrust by the Customer or the Trust Party in accordance with the arrangements made by them.
- d) As provided for in the Tariff, the prices for the use of Services shall be payable:
- upon each separate use of Service; or
  - in a different manner as specified in the Tariff.
- e) Where the price for the respective Service has become payable by the Customer, the Application shall visualize accurate information about its value and all the due taxes and other expenses, and shall display an indication as to when exactly the obligation for the payment of the price shall arise.
- f) The Customer can pay for the Services in the following ways:
- through the “Portfolio” service in App Store or Google Play;
  - as a value-added service of the mobile operator to which the Customer has subscribed, with the value of the Services used by the Customer being included in the respective monthly invoice issued by the operator to the Customer;

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- by a direct debit of Customer’s payment account based on his/her prior approval, provided Evrotrust has been integrated with the respective provider of payment services;
- or
- in any other way as provided for in the Tariff.


### Wallet

- g) The App Store and Google Play “Portfolio” service enables the Customer to pay the value of the Services used as a subscriber.
- h) The Customer may subscribe through his/her Portfolio for a particular type of plan containing a certain number of signatures per month, with the amounts under the said plan being paid for the whole year either as monthly instalments or as a single payment.
- i) According to the functionality embedded in the Application, where the signatures covered by the subscription have all been spent, the Customer could switch to another plan or wait for the next subscription period.

## 11. CONTRACT’S AMENDMENT AND TERMINATION

### 11.1 CONTRACT’S AMENDMENT

- a) Evrotrust shall have the right to unilaterally amend the Contract’s terms and conditions and shall notify the Customer on each amendment, as required by the law.
- b) In the event of the Customer not agreeing with the amendments, he/she may renounce the Contract without stating a reason and without owing any compensation or default. In this particular case, the Contract shall be automatically terminated upon Evrotrust’s receipt of the Customer’s notice referred to in item 11.1, letter “c” herein below, unless Evrotrust has explicitly indicated a possibility for the continuous use of the Services under the terms and conditions that have been valid prior to the said amendment. This rule shall not be applied in those cases where the amendment to the contractual terms and conditions is the result of an order or instruction issued by a competent authority.

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c) The Customer may exercise his/her right under item 11.1, letter “b” hereinabove by making a statement to Evrotrust within one month after the date of the notification referred to in item 11.1, letter “a” hereinabove. Should the Customer fail, within the aforementioned period, to give notice of his disagreement with the amendments, these shall be considered as binding on him/her.


## 11.2 CONTRACT'S TERMINATION

a) Except for the cases specified in the Contract, it shall be terminated:

- upon Evrotrust ceasing its activity or being liquidated;
- if the Application is no longer supported;
- upon the Customer deleting his/her profile from the Application;
- at parties' mutual consent; or
- in any other case as provided for by the law.

b) The Customer shall have the right to cease, at any time and at his/her own discretion, using the Services and unilaterally terminate the Contract by deleting the Application installed on his/her Device. Where the Application is used by the Customer on several Devices, the deletion of the Application on one of these Devices shall not terminate the Contract, unless the Customer has already deleted his/her profile.

c) The Customer shall be considered as having been informed, and he/she shall agree that all electronic statements made until the Contract has been terminated or broken shall be automatically sent through the Application, and that there shall be no possibility for them to be stopped or revoked, regardless of the subsequent termination or cancellation of the Contract.

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### 11.3 MANAGEMENT OF STORED DOCUMENTS FOLLOWING CONTRACT'S TERMINATION

- a) All the documents served to the Customer through the Application over the course of 10 years shall be encrypted by Evrotrust and stored in a secure environment. The Services shall be accessible as long as the Customer has an active profile in the Application.
- b) Where the Customer has closed his/her profile, the documents shall be stored if they have been served in a qualified manner (“registered electronic mail” within the meaning of the Regulation). In this case, the documents shall be kept until the expiry of the 10-year period.

## 12. PERSONAL DATA PROTECTION

### 12.1 PERSONAL DATA

- a) Given the fact that in the rendering of some of the Services Evrotrust acts both as an entity performing public functions and as an organization providing public services within the meaning of the Electronic Management Act, when offering this type of Services Evrotrust shall not require the Customer to produce or prove data that has already been collected or created, and instead it will have to collect it *ex officio* from the primary data administrator (Ministry of Interior, Ministry of Regional Development and Public Works, etc.). Where Customer’s personal data has been changed, the respective primary data administrators shall *ex officio* send the changed Customer’s data to Evrotrust.
- b) With reference to the aforesaid and the provision of Services, Evrotrust shall have the duty and/or the right to collect, use, store and otherwise process any information related to the Customer. The information by which the Customer is identified could include name, Personal Identification Number, address, mobile phone number (MSISDN), e-mail, video conference tapes and electronic copies of identity documents, HASH numbers, as well as any other information which the Customer has voluntarily provided upon his/her registration, activation and use of the Application and/or the Services. The information shall also include all sorts of data which the Customer has entered, utilized or submitted in order for him/her to use the

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Services, or has been otherwise generated or has become available to Evrotrust as a result of the Customer ordering and using the Services.

- c) The Customer shall be considered as having been informed, and he/she shall explicitly agree that the information referred to in item 12.1, letter “b” hereinabove shall be processed by Evrotrust.
- d) Evrotrust shall have the right (but not the obligation) to automatically store certain information which the Device of the Customer sends to the Application in terms of Customer’s activity. Such information may include data about the type of Device employed, the operating system used by the Device, the language settings selected by the Customer, the number of electronic statements, and the number of unsuccessful attempts to use the Services (if any). This information shall be used to analyse the efficiency and improve the quality of the Services offered, as well as for statistical purposes.

## **12.2 PROCESSING CUSTOMER’S INFORMATION**

- a) Evrotrust shall take due care and shall be responsible for protecting the Customer’s information that has become known to it as a result of Services’ provision, except for the cases of Force Majeure, accidental events or third parties’ malicious acts.
- b) Evrotrust shall indicate in the Application whether the submission of data is mandatory or voluntary, and shall point out what would be the consequences in the event of such data not being submitted. In order to avoid any doubts, the submission of the data specified in the Contract, needed for registration, identification and/or activation of the Application, shall be viewed as a mandatory condition for the use of Services, and where such data has not been provided, this shall be considered as an impediment for the successful completion of the respective registration or activation.
- c) Evrotrust shall process and store Customer’s information for the entire duration of the Contract and following its termination, for such periods and at such terms and conditions as defined in the applicable legislation.
- d) In those cases where the use of Services requires the Customer to submit third parties’ data to Evrotrust, the Customer shall declare and guarantee that he/she is entitled to provide such



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data and that he/she is responsible to duly inform the third parties in accordance with the applicable legislation.


### 12.3 PURPOSES FOR WHICH THE INFORMATION MAY BE USED

- a) Evrotrust shall collect and make use of the information referred to in item 12.1 hereinabove for the following purposes: Customer's registration; verification of Customer filed data, representative powers and actions that have been undertaken at the request of the Customer prior to the signing of the Contract; fulfilment of the Contract for the provision of Services; the normal functioning of the Application; Evrotrust's compliance with the duties stipulated in the law; reproducing and proving the electronic statements made by the Customer in the case of legal dispute or when the reproduction and proving of these statements is needed so that the Trust Parties or any third parties could perform on their duties as per the applicable legislation; creation of a secure environment for the exchange of messages between the Customer and Evrotrust; statistical purposes; as well as for any other purpose provided for by the Contract.
- b) Provided the Customer has granted his/her explicit consent in the Application, he/she shall agree with the processing of his/her personal data for the purposes of direct marketing, and namely – for purposes related to the offering of new goods and/or services on the part of Evrotrust or third parties, for promotions, lotteries, inquiries, and for the tailoring of the Services to Customer's preferences. The Customer shall have the right to withdraw his/her consent at any time.

### 12.4 RIGHTS RELATED TO PERSONAL DATA

The Customer shall have the following rights under the Personal Data Protection Act:


- a) the right to access his/her own personal data which is processed by Evrotrust;
- b) the right to correct and update his/her own personal data which is processed by Evrotrust;

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- c) the right to ask for the deletion, correction and blocking of his/her own personal data due to its processing not meeting the requirements of the applicable legislation;
- d) the right to demand that Evrotrust inform the third parties to which it has disclosed Customer's personal data about each deletion, correction and blocking of the said data, unless this proves to be impossible or associated with excessive efforts on the part of Evrotrust;
- e) the right to object at any time against the processing of his/her personal data for the purposes of direct marketing; and
- f) the right to be informed before his/her data is disclosed for the first time to third parties or used on their behalf for the purposes of direct marketing, and the right to object against such disclosure or use.

### **13. RULES ON DATA STORAGE. CONFIDENTIALITY DUTY**

- a) Evrotrust shall be obliged not to disclose Customer's personal information to third parties – state authorities, companies, individuals, etc., unless:
  - such a disclosure has been provided for in the Contract, or Evrotrust has obtained Customer's explicit consent upon registration or at a later stage;
  - such a disclosure is required so that Evrotrust could perform on a statutory obligation;
  - this information is demanded by state bodies, judicial authorities or officials which, according to the applicable legislation, are authorized to require and collect such information in observance of the statutory procedures;
  - Evrotrust's disclosure of personal data is needed in order to protect the rights and legitimate interests of both Evrotrust and the Trust Party;
  - such information is supplied to subcontractors of Evrotrust for activities that have been assigned to them by Evrotrust (entities processing personal data); and
  - in any other case as specified in the Contract or stipulated by the law.
- b) By its nature, the provision of Services is related to Customer's data being received, transferred, stored, submitted and processed to the Trust Parties through the Evrotrust System and the exchange of such data between the Trust Parties and Evrotrust in

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compliance with the applicable legislation and the contractual relationships established between all of the aforementioned entities. The Customer shall be considered as having been informed about the aforesaid, and he/she shall explicitly agree that his/her data shall be made available to third parties for the purposes of Services' provision.

#### 14. legal disputes' procedure


- a) All the disputes arising from or related to the present Contract, including disputes caused by or linked to the interpretation, invalidity, non-fulfilment or termination of the contractual relationships, shall be resolved by mutual agreement between Evrotrust and the Customer.
- b) Should the parties fail to reach an agreement, the dispute shall be referred to the competent Bulgarian court for settlement. If the subject matter of the dispute between the parties is material rights, the dispute shall be referred for settlement to the competent court in the city of Sofia.

#### 15. OTHER PROVISIONS

##### 15.1 DEFINITIONS


When implementing and interpreting the Contract, the terms used in it shall have the following meanings:

- a) **Evrotrust Technologies AD ("Evrotrust")** is a shareholding company with UIC 203397356, and its registered office and management address are located in Sofia, Izgrev Region, "Iztok" Res. Area, 2 Nikolay Haytov Street, entrance D, floor 2, mail address: Sofia, 101 Tsarigradsko Shose Blvd, floor 6, telephone: (+359 2) 448 58 58, e-mail: [office@evrotrust.com](mailto:office@evrotrust.com), website: <https://www.evrotrust.com/>. Evrotrust is a provider of both qualified and unqualified certification services and has been registered in the List of Qualified


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Providers of Certifications Services maintained by the Communications Regulation Commission.

- b) **Information System (the “System”)** is each separate device or set of interconnected or similar program running devices whose elements, or one of them, secures the automatic processing of data.
- c) **Devices** are hardware products or parts thereof which are meant to be connected to the interfaces of public electronic communication networks. The Devices through which the Services can normally be used include mobile phones or other smart devices that meet the technical requirements for the Application’s normal installation and functioning.
- d) **Trust Party** means an individual or a corporate body other than the Customer, as well as a public-sector body, which relies on electronic identification, certification service or another type of service provided by Evrotrust.
- e) **Customer** is an individual who uses the Services offered by Evrotrust in his personal capacity or as a legitimate or authorized representative of another individual or legal entity.
- f) **Application** is software installed on the Customer’s smart device, which allows for the Services to be used.
- g) **Malicious activities** are: actions or inactions that violate the Internet ethics or inflict damages on persons who are connected to the Internet or associated networks; the sending of unwanted messages (unsolicited commercial messages, SPAM, JUNK MAIL); channel overflow (FLOOD); getting access to resources based on other people’s rights and passwords; the use of information systems’ shortcomings for personal benefit or for the obtaining of information (HACK); identity change; the performance of actions that could be qualified as industrial espionage or sabotage; the damaging or destruction of information systems or information databases (CRACK); the sending of “Trojan horses” or causing the installation of viruses or remote control systems; disturbing the normal work of other Internet and associated networks’ users; the performance of any acts that could be qualified by the Bulgarian or any other legislation as criminal or administrative infringements.
- h) **Internet page** is a website’s component or separate part.

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- e) **Accidental event** is an unforeseeable overwhelming event or action unpredictable at the time of contract's signing, which is not due to the guilty behaviour of Evrotrust and which makes the provision of the Services impossible.
- f) **Server** is a device or a system of connected devices on which system software has been installed for the execution of tasks related to the storage, processing, acceptance and transmission of information.
- g) **Tariff** is the price tariff in which the Services and the prices charged for their use are described.
- h) **Website** is a designated place in the global Internet network, accessible through its unified address (URL) under HTTP, HTTPS protocols or another standard protocol, which contains files, programs, text, sound, images or other materials and resources.
- i) **PIN code (PIN)** is a code created by the Customer which is entered by him/her upon each launch of the Application and, when combined with other data, it serves to identify the Customer in the Application and enables him/her to remotely access his/her private keys.
- j) Unless explicitly provided otherwise in the Contract, the terms **electronic signature, electronic document, electronic identification, certification services, electronic stamp, qualified certificate for qualified electronic signature, advanced electronic signature, qualified service for electronic registered mail, as well as any other term used in the Contract**, shall have the meanings specified in the respective legislative acts such as, but not limited to, European Parliament and Council Regulation (EU) № 910/2014 dd. 23<sup>rd</sup> of July, 2014 concerning the electronic identification and certification services in domestic market electronic transactions and the repealing of Directive 1999/93/EC (Regulation 910); the Electronic Document and Electronic Signature Act (EDESA); the Electronic Identification Act (EIA); the Electronic Management Act.
- k) **Services** are all the certification and trust services, electronic identification services, information and other types of services which are provided by Evrotrust and are accessible through the Application.
- l) **IM messages (Instant Messaging Messages)** are encrypted messages sent or received by the Application through the information system (System) of Evrotrust.

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## 15.2 INTELLECTUAL PROPERTY RIGHTS


- a) The intellectual property rights on the Application and other software applications and products, databases and other materials and resources related to the offering of Services are protected under the Copyright and Related Rights Act. These rights belong to Evrotrust or to a designated person who has ceded the right to use to Evrotrust, and they cannot be used in violation of the applicable legislation.
- b) Customer's right to access the Services shall not include the right to copy or reproduce information and the right to use intellectual property objects, except for cases involving small amount of information meant for personal use, provided the legitimate interests of the authors and other holders of intellectual property rights are not unduly prejudiced and the copying and reproduction are done for non-commercial purposes. Notwithstanding the foregoing, the Customer shall not have the right to remove the trademark and intellectual property signs from the materials made available to him/her, no matter if the holder of the respective rights is Evrotrust or a third party.

## 15.3 WRITTEN FORM

The written form shall be considered as to have been complied with by the sending of an IM message, a short text message (SMS), an e-mail, the pressing of a virtual button in the Application, or the marking of a check-box in the Application, etc., as long as the statement has been technically recorded in a way that enables it to be reproduced.

## 15.4 INVALIDITY

The parties hereby declare that should any of the contractual clauses turn out to be invalid, this shall not result in the Contract, other clauses or parts thereof becoming invalid. The invalid clause shall be replaced by the mandatory rules of the law or the established practice.

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## 15.5 APPLICABLE LAW

All the issues that are not regulated by the Contract shall be governed by the provisions of the applicable Bulgarian legislation.

## 16. REFERENCES

- a) European Parliament and Council Regulation (EC) № 910/2014 dd. 23<sup>rd</sup> of July, 2014 concerning the electronic identification and certification services in domestic market electronic transactions and the repealing of Directive 1999/93/EC (Regulation 910);
- b) Electronic Document and Electronic Signature Act (EDESA);
- c) Electronic Identification Act (EIA);
- d) Electronic Management Act.

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