

GENERAL TERMS AND CONDITIONS

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1. Data on the service provider

Trans Sped S.A. is a qualified trust service provider under Regulation (EU) no. 910/2014 [1], applicable to electronic signatures (hereinafter referred to as "eIDAS Regulation").

Name and address of the service provider: Trans Sped S.A, RO 12458924, 38 Despot Voda Street, District 2, 020656, Bucharest, Romania

Business schedule: between 8:00 and 18:00 o'clock

Customer Service telephone number: +40.21.210.75.00

Customer service e-mail address: office@transsped.ro

Information on this service can be accessed at: www.transsped.ro

Complaints can be notified to: Trans Sped, 38 Despot Voda Street, District 2, 020656, Bucharest, Romania.

2. Definitions

Trust Service means any and all basic certification services offered by Trans Sped as a Qualified Trust Service Provider for the issuance, administration, suspension, revocation, renewal, storage and verification of the status of Qualified Digital Certificates, within the meaning of Regulation (EU) no. 910/2014, the European Commission decisions implementing it and the national legislation applicable in the field, as well as any other related services mentioned at www.transsped.ro. Including, but not limited to, an electronic service usually provided in exchange for remuneration, consisting of the creation of electronic signatures, electronic seals, time stamps and certificates related to the concerned services, as well as the long-term preservation of electronic signatures and seals.

Certifying Authority (CA) is a trusted institution that certifies public cryptographic keys, and issues certificates. For this purpose, the information contained in the public cryptographic key is verified, in particular the identity of the key holder.

Registration Authority (RA) is an entity that is responsible for the identification and authentication of certificate users, but does not sign or issue certificates, *i.e.* an RA is delegated certain tasks on behalf of a CA.

User is the natural person on whose behalf the digital certificate for electronic signature is issued and who creates an electronic signature, thereby assigning himself/herself the capacity of a holder of the Qualified Digital Certificate. The User may be a natural person acting in his/her own name or a natural person who is a designated representative of a legal entity.

Beneficiary is a natural person or legal entity that orders and bears the cost of a trust service provided by Trans Sped. The Beneficiary may coincide with the User or may be a different natural person or legal entity.

Qualified E-signature Certificate means a certificate for electronic signatures that is issued by a qualified trust service provider and that meets the requirements provided in Annex I of Regulation (EU) no. 910/2014.

Remote Person Identification by Video Means - the process of identifying and verifying the identity of the natural person, based on the documents presented, images captured and/or information communicated by the natural persons, using video means.

Video Means - means of remote identification using technologies that involve either the transmission of moving image sequences in real time by video conference with the presence of a human operator or the transmission of moving image sequences representing video captures of the natural person without the presence of a human operator, with subsequent verification by the identification service provider (with or without the involvement of a human operator).

Digital Means - means using innovative digital technologies using, *inter alia*, artificial intelligence and/or machine-learning processes, such as applications performing identification of a person and/or verification of ID documents (by digital image capture, facial biometric measurements, image comparison), NFC (Near-field Communication) technology embedded in electronic ID documents.

Computer System for Remote Identification of the Person by Video Means is the set of elements involved in the process of remote identification of the person by video means, by which data, captured/uploaded images and/or information communicated by the natural person are transmitted, hereinafter referred to as system.

Qualified E-signature means a small block of data (hash value) encrypted using the beneficiary's private key and attached to the signed data to provide authenticity and integrity. The digital signature is verified using the sender's public key.

The Code of Practice and Procedures, hereinafter referred to as the **CPP**, is the Code of Practice and Procedures of the Trans Sped Certifying Authority, available to any interested party at www.transsped.ro.

General Conditions means this document "Terms and Conditions for the Provision of Qualified Digital Certificate Services for E-signatures according to the European Regulation 910/2014 (eIDAS)".

Certification Policy, hereinafter referred to as CP, means the Certification Policy of the Trans Sped Certifying Authority, available to any interested party at www.transsped.ro.

Personal Data means any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

European Regulation 910/2014 (eIDAS) is the EU Regulation 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.

European Regulation 679/2016 is Regulation EU No 679/2016 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.

3. Subject Matter

3.1 This document stipulates the general terms and conditions regarding the qualified trust services provided by Trans Sped and requested by the User or Beneficiary.

3.2. Trans Sped provides qualified trust services in accordance with the applicable CPP/PC, which are considered an integral part hereof.

3.3. The request for the provision of a qualified trust service to Trans Sped implies acceptance of these General Conditions. Trans Sped shall not provide the requested qualified trust service unless the applicant complies with the identification methods in accordance with the applicable legislation and unless the applicant accepts these General Conditions.

4. Term

This document shall enter into force upon signature/acceptance by the User, but not before the User has signed/accepted the Qualified Certificate Application/ Qualified Trust Service Agreement and shall be valid for the validity term of the requested Qualified Digital Certificate, but for no more than 3 years.

5. Services

In order to provide the requested trust services, Trans Sped provides the following:

5.1. Issuance of a Qualified Digital Certificate

5.1.1. The issuance of a Qualified Digital Certificate is performed in accordance with the provisions of CPP/PC, as well as the instructions published at www.transsped.ro.

5.1.2. When issuing a Qualified Digital Certificate, Trans Sped verifies, through the Registration Authorities, by appropriate means and in accordance with the applicable legislation, the identity, and where applicable, the specific attributes of the natural person who is to be the holder of the Qualified Digital Certificate.

5.1.3. Trans Sped has received a favourable opinion from the Romanian Digitalization Agency (ADR) for issuing Qualified Digital Certificates using remote identification by video means. The software solution used for remote identification of the person, when initiating the procedure of remote identification of the person, ensures mechanisms by which the person who is subject to identification must expressly give its consent. Consent is deemed to be given when the applicant ticks the relevant box in the message automatically received when registering the online request, after the applicant has read and understood the content of the Consent Agreement on the website www.transsped.ro. The continuation of the application procedure for the issuance of a trusted digital certificate using the method of remote identification by video means is subject to the expression of the consent agreement received from the applicants.

Remote identification by video means can be performed either automatically or by a human operator.

5.2. Renewal of a Qualified Digital Certificate

5.2.1. Before the expiry of the validity period of the Qualified Digital Certificate, Trans Sped shall notify the User thereabout 30, 15, 7 and 1 day respectively before the expiry date.

5.2.2. Renewal of a Qualified Digital Certificate applies to Users who hold a Qualified Digital Certificate issued by Trans Sped and who wish to renew such, the procedure being performed in accordance with the provisions of CPP/ PC and the instructions published at www.transsped.ro.

5.2.3. The identification of the User requesting the renewal of a Qualified Certificate is performed following the same rules as for the issuance.

5.3. Revocation of a Qualified Digital Certificate

5.3.1. Revocation of a Qualified Digital Certificate supposes the cancellation of the validity of the certificate and the withdrawal of any right to use such, the action being permanent, without the possibility of returning to the initial state of the certificate.

5.3.2. Revocation of a Qualified Digital Certificate shall be performed in accordance with the provisions of CPP/CP and the instructions published at www.transsped.ro.

5.3.3. In case of revocation of a Qualified Digital Certificate, Trans Sped shall immediately notify the User thereabout, mentioning the reasons underpinning the revocation.

5.3.4. Trans Sped shall enter the revocation of the certificate in the Electronic Register of Certificates within maximum 24 hours, the revocation becoming enforceable against third parties as of the date of its entry in the Electronic Register of Certificates. Trans Sped shall also enter the revoked certificate in the List of Revoked Certificates.

5.3.5. Trans Sped shall make available to any interested party information on the status of issued certificates (e.g. active, suspended, revoked, expired). This information shall be available for each issued certificate at any point in time, inclusively after the expiry of the certificate, in an automatic, reliable, free and efficient manner.

5.3.6. The revocation of a Qualified Certificate shall be performed within 24 hours as of the time Trans Sped becomes aware of the occurrence of any of the following cases:

- on the request of the User and/or the Beneficiary, after prior verification of his/her identity and in accordance with the instructions published at www.transsped.ro;
- upon the death or interdiction of the User or by a final court decision.

- if proven beyond doubt that the certificate was issued on basis of erroneous or false information or that the essential data on basis of which the certificate was issued no longer correspond to reality;
- if the Qualified Digital Certificate is proven to have been used fraudulently or if the electronic signature creation data has been compromised;
- on expiry of the maximum period during which the certificate may have a suspended status;
- for any of the cases described in CPP/ PC.

5.4. Suspension of a Qualified Digital Certificate

5.4.1. Suspension of a Qualified Digital Certificate entails temporary loss of validity of a Qualified Digital Certificate and shall be performed in accordance with the provisions of CPP/CP and the instructions published at www.transsped.ro.

A certificate is suspended for maximum seven (7) days after the suspension request. A certificate may be suspended twice; a third suspension and the expiry of the suspension period shall result in the revocation of the certificate.

5.4.2. In case of suspending a Qualified Digital Certificate, Trans Sped shall immediately notify the User thereabout, indicating the reasons for the suspension.

5.4.3. The suspension of a Qualified Certificate shall be performed within 24 hours as of the time Trans Sped becomes aware of the occurrence of any of the following cases:

- on the request of the User and/or the Beneficiary, after prior verification of his/her identity and in accordance with the instructions published at www.transsped.ro;
- if the suspension has been ordered by a final court decision;
- for any of the cases described in article 5.3.6., provided that there is only a suspicion thereof;
- in any other situation where further explanation or information is required from the User or Beneficiary.

6. Obligations and Liability of Trans Sped

6.1. To provide the certification services according to the information received.

6.2. To comply with the provisions of CPP/CP, as well as such of the applicable European and national legislation.

6.3 To ensure the security of the IT systems used to provide the qualified trust services, using practices unanimously recognised in the field and recommended by international standards;

6.4 To process personal data properly and in compliance with the provisions of Regulation (EU) No 910/2014, Regulation (EU) No 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and other provisions of Union or national law related to data protection.

7. User's Obligations

7.1. To provide Trans Sped with true, complete and accurate/updated data when registering the application for the issuance of a Qualified Digital Certificate.

7.2. To provide Trans Sped with the telephone number that will be exclusively in its control and possession during the validity period of the Qualified Digital Certificate. The User is responsible if the mobile phone containing the declared telephone number is alienated, lost or another person has access to it.

By accepting these Terms and Conditions, the User declares that he/she is aware of and agrees to the rights and obligations arising from the GDPR Information on the processing of personal data by Trans Sped S.A., by observing the legal provisions on the protection of natural persons with regard to the processing of personal data and the free movement of such data (inclusively with regard to the retention of a copy of the ID card, in order to perform the operations necessary to provide the requested qualified trust services, inclusively the use of some of these data to create, maintain and make publicly available the electronic register of digital certificates, in accordance with the applicable legislation in force)

as well as

7.3. To use only those secure cryptographic devices and software applications approved and recommended by Trans Sped.

7.4 To use the Qualified Digital Certificate issued on behalf of or only for its stated purposes and according to its scope of application, in accordance with the CPP/CP of Trans Sped.

7.5 To comply with the guidelines and instructions of Trans Sped on the proper use of Qualified Digital Certificates and the secure cryptographic devices on which such are stored, not to exceed the limitations imposed by these General Terms and Conditions and not to alienate the Qualified Digital Certificate to third parties.

7.6 To take all necessary measures to securely store the authentication and authorization code and credentials to prevent their loss, compromise, alteration and unauthorized use.

7.7 To own and use the hardware and software resources necessary for the use of Qualified Digital Certificates, assuming all responsibility for their operation and compatibility for their correct configuration.

7.8 To immediately request Trans Sped to revoke or suspend the Qualified Digital Certificate if any of the events specified in Parts 5.3 and 5.4 occurs;

7.9 To comply with these General Conditions, as well as Trans Sped CPP/ PC, in force published at www.transsped.ro

7.10 To check the content of the Qualified Digital Certificate at the time of receiving the access, in particular the correctness of the data and the complementarity of the public key with the private one it holds, and in case of any discrepancy to promptly request the revocation of the certificate. The certificate is considered accepted by the User as of the time of its issuance. Once accepted, a certificate cannot be returned.

7.11 To immediately inform Trans Sped of any change in his/her identification data (surname, forename, email address and telephone number);

7.12 Not to attempt, in any way or by any means, unauthorized access or any computer intervention on the Trans Sped database or equipment;

7.13 To use qualified trusted services in good faith and not to hold Trans Sped liable in any way, if such services are used improperly and/or fraudulently.

Any failure of the User to comply with its obligations shall be considered a breach of the general terms and conditions and shall entail the revocation of the Qualified Digital Certificates and the right of Trans Sped to claim damages.

7.14 The User is responsible for the content and nature of the documents on which he/she will apply the qualified electronic signature.

7.15 The User is held personally liable if the information provided regarding his/her identity and/or personal data is false, inaccurate, incomplete or outdated or he/she uses false ID documents. In such cases, he/she shall be held personally liable for all aforementioned failures and breaches and undertakes to compensate and protect Trans Sped, its representatives, successors and assignees for and against all liabilities, costs, claims and direct or indirect damages arising from claims or actions brought by third parties against Trans Sped or its representatives, caused by the User's actions.

7.16. By accepting this document, Terms and Conditions, the User declares that he/she is aware and understands that the electronic signature made with the Qualified Digital Certificate has the same legal value as the handwritten signature and is non-repudiable.

8. Limitations, Restrictions and Exclusions

8.1. Qualified Digital Certificates for electronic signature may only be used for cryptographic operations such as authentication, electronic signature, only by the certificate holder. It is prohibited to use the Qualified Digital Certificate for e-signature for purposes other than such indicated and permitted by Trans Sped and it is prohibited to use an expired, suspended or revoked Qualified Certificate to create e-signatures.

8.3 Trans Sped is not responsible for:

- (a) damages from force majeure and/or fortuitous cases;
- (b) improper use of the Qualified Trust Services;
- (c) the storage of erroneous data in Trans Sped databases and their inclusion in digital certificates issued to the User, if the User has declared that such data is correct;
- (d) damage caused by theft or damage of the secure cryptographic devices storing the digital certificates, unauthorised use of them or for any negligence of the User in their storage and use.

8.4 In case of non-performance or improper performance of any of the contractual obligations assumed, the injured party shall be entitled to claim damages from the defaulting party for the amount of the actual damage inflicted and proven. The liability of the Provider shall be limited, with the exceptions provided by law, to a maximum of euro 10,000 for each claim for damages.

8.5 Trans Sped does not assume liability and cannot be compelled to pay damages for indirect damages, unrealised profits or benefits, financial, customer or data losses. In case of such a claim for damages, the liability of Trans Sped is limited to the value of the service rendered for each such claim, with the exceptions provided by law.

8.6 Trans Sped reserves the right to refuse to issue a Qualified Digital Certificate to those applicants who do not have full capacity to exert their rights, according to the applicable national and European legislation or if it has identified the absence of the applicants' ability to read and/or write.

8.7 If a certificate has been issued and accepted by a User, it cannot be returned.

8.8 Trans Sped does not offer any guarantee regarding the correct and regular installation, functioning and security of the software and hardware system used by the User, nor

regarding the regular and efficient functioning of the electrical, internet and telephone lines.

8.10 Considering that the Qualified Digital Certificate is a customised product which has a limited validity term according to Article 16 of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, the User, being a consumer as defined in Article 2 of the above-mentioned EU Directive, confirms and accepts that the withdrawal provisions of Article 9 of Directive 2011/83/EU shall not be applicable.

9. Confidentiality. Processing of Personal Data

9.1. Trans Sped collects, processes, stores and archives personal data in order to provide qualified trust services requested on legal grounds resulting from contractual obligations, from the fulfilment of legal obligations incumbent on the controller and/or following the freely expressed consent of the User, in accordance with the provisions of Regulation (EU) No 679/2016 and in terms ensuring the confidentiality of all information of which it becomes aware both when signing the agreement with the user/contract and during its performance.

9.2 Trans Sped processes personal data in accordance with Article 5 of the Regulation of the Council of the European Union and the European Parliament No 679/27.04.2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. Trans Sped implements measures to protect the rights and freedoms of data subjects, aimed at ensuring the following principles:

- Lawfulness, fairness and transparency;
- Purpose-related limitations;
- Data minimisation;
- Accuracy of data;
- Limitation on storage
- Integrity and confidentiality.

9.3. The supply of personal data by the User is mandatory for Trans Sped to be able to provide qualified reliable services requested by the User, and the User's refusal to provide such data entails the impossibility of providing the services. If the qualified trust services have been requested using the method of remote identification by video means, the supply of the requested services is conditioned by the User's consent. Failure to grant/withdrawal of the User's consent entails the impossibility for Trans Sped to provide the services requested by the User. **The GDPR information** and **the Consent Agreement** can be accessed on the website www.transsped.ro at the time of the User's online request for our services.

9.4. The User is also bound to maintain confidentiality, in accordance with CPP/ PC applicable at the time of the certificate issuance, published on www.transsped.ro.

9.5. Both Trans Sped and the User shall be exempted from liability for the disclosure of confidential information, if:

- a) the information was known to one party before it was communicated by the other party;
- b) the information was disclosed after the written consent of the party owning the information was obtained;
- c) the party who was bound by confidentiality was legally obliged to disclose the information.

9.6 The disclosure of any confidential information to persons involved in the process of providing qualified trust services shall be made in confidence in compliance with the provisions of Regulation No 679/2016 and shall extend only to that information necessary for the performance of the activities of those persons.

9.7 A third party may only have access to publicly available information in the certificate (such as: surname, forename, email). The other data provided in the applications sent to Trans Sped shall not be disclosed under any circumstances to any third party, voluntarily or intentionally (except in the cases provided by law).

9.8. These privacy conditions shall be supplemented with the provisions of national and European legislation on the processing of personal data.

9.9. The information note on the protection of personal data can be consulted at www.transsped.ro, by accessing <https://transsped.ro/files/policy/Informare%20GDPR%20TSP.pdf> respectively

10. Termination

These General Terms and Conditions shall be terminated in one of the following cases:

- (a) upon expiration or revocation of the Qualified Digital Certificate;
- (b) on the date of rejecting the certificate application;
- (c) in case of non-acceptance of the Qualified Digital Certificate by the User;
- (d) within 30 (thirty) days as of receiving a notification from Trans Sped regarding the breach by the User of the obligations assumed by the General Conditions and if such breach has not been remedied within this period;
- (e) in the event of termination of the Qualified Reliability Services Contract between Trans Sped and the Beneficiary

11. Availability

Trans Sped ensure the schedule with the public from Monday to Friday, between 08:00 and 18:00, except for national public holidays, and makes available to Users and any other interested parties, at the telephone number 0212107500, at normal rate or by e-mail office@transsped.ro any piece of information regarding the qualified trust services provided, as well as other related products and services.

12. Changes

The Trust Service Provider has the right, and the User declares that he/she is aware of and accepts this right, to amend these Terms and Conditions, CP/CPP and the conditions of service and after-sales support at any time. Amendments shall be notified to the User by email or registered mail or by publication on www.transsped.ro and shall be effective in 30 (thirty) days after their notification or publication. If the User does not accept the amendments, he/she has the right to terminate the contract before their effective date by sending a written notice to Trans Sped.

13. Dispute resolution

13.1. All disputes or disagreements concerning the Contract or its execution shall be amicably settled by the representatives of the Parties, in accordance with the Civil Procedure Code.

13.2. If the amicable settlement of disputes or misunderstandings is not possible, they shall be settled by the courts in jurisdiction of which Trans Sped has its seat, in accordance with the applicable Romanian legislation.

14. Communications

Any communication between the parties, in order to produce legal effects, have to be made in writing, as follows: by email, by telephone in the situations expressly specified in the contract, by post, courier or registered letter with confirmation of receipt or by fax with confirmation of transmission.

Qualified Trust Service Provider
Trans Sped S.A.

User