

# General Terms and Conditions for the Use of ZEP.DISIG.SK Services

## 1. Introductory Provisions

**1.1** The following trust services are provided through the domain zep.disig.sk according to the Regulation (EU) No 910/2014 of the European Parliament and of the Council (EU) on electronic identification and trust services for electronic transactions in the internal market (hereinafter: the "**eIDAS Regulation**"):

- a. the service of creating electronic signatures, electronic seals and possibly also time stamps;
- b. the service of validating electronic signatures, electronic seals and possibly also time stamps

(hereinafter referred jointly to as the "**Services**" or individually to as the "**Service**").

**1.2** The provider of the Services is Disig, a.s., having its registered office at Záhradnícka 151, 821 08 Bratislava, Reg. No. (IČO): 35 975 946, Tax ID (DIČ): 2022116976, registered in the Commercial Register of the District Court Bratislava I, Section: Sa, Insertion no.: 3794/B (hereinafter: the "**Provider**").

**Contact:** Tel. no. +421 (0)2 208 50 142, email: disig@disig.sk

**Supervisory authority:** the National Security Authority

**1.3** The Service is carried out through a web portal available on zep.disig.sk (hereinafter: the "**Portal**").

**1.4** The User shall be each person who requests the Service provision from the Provider through the Portal as well as any person interested in the Service (hereinafter: the "**User**").

**1.5** The present General Terms and Conditions contain rules for providing the Services available through the domain zep.disig.sk as well as the mutual rights and obligations of the Provider and the User (hereinafter: the "**GTCs**" or the "**General Terms and Conditions**").

**1.6** The present General Terms and Conditions are compiled on the basis of the valid **Policy for the Provision of Trust Services of Disig, a.s.**. The Services which are governed by these GTCs are non-qualified services, and thus were not subject to conformity assessment in accordance with special regulations.

## 2. Binding Force of these General Terms and Conditions and Conclusion of a Contract

**2.1** The Provider provides Users with the Services solely on the basis of a contract for the provision of Service. The content of the Contract for the Provision of Service is laid down by these General Terms and Conditions.

**2.2** The User requests the provision of a Service from the Provider by selecting an electronic document and then submitting a request for the provision of one of the Services to the Provider through the form available on the Portal.

**2.3** Before submitting the request, the User is obliged to familiarize himself / herself with the content of these General Terms and Conditions and the Privacy Policy and to express his / her consent by clicking on the appropriate box, otherwise it will not be possible to submit the request for the Service. If the User requests one of the Services repeatedly, the checkbox for the consent to these General Terms and Conditions will be marked for the efficiency of the Services provided.

**2.4** The submission of request for Service by the User (if the condition for consent as per par. 2.3 GTCs is fulfilled) is deemed to be the submission of a proposal for the conclusion of the Contract for the Provision of Service, the content of which is constituted by these General Terms and Conditions.

**2.5** The proposal for the conclusion of the Contract shall be accepted by the Provider, and thus the Contract for the Provision of Service between the Provider and the User shall be concluded at the moment when the relevant Service is provided to the User:

- a. for the Service as per par. 1.1(a) GTCs, by creating an electronic signature, electronic seal or a time stamp on the required electronic document and its delivery to the User through the Portal,
- b. for the Service as per par. 1.1(b) GTCs, by displaying the verification result to the User.

### 3. Price for the Provision of Services

**3.1** The Services of the Provider on the Portal are provided **without remuneration**.

### 4. Character of the Services and Restrictions on their Use

**4.1** The Services are provided "as is".

**4.2** The Service as per par. 1.1(a) GTCs is an on-demand service intended for creating an electronic signature or seal in an electronic document selected by the User.

**4.3** By using a Service as per par. 1.1(a) GTCs, a time stamp may be added to a signed/sealed electronic document. The minimum guaranteed validity period of a time stamp is 365 days.

**4.4** The use of the Service as per par. 1.1(a) GTCs does not guarantee that the User will create a qualified electronic signature, a qualified electronic seal or a qualified time stamp pursuant to the eIDAS Regulation. The qualified status of the Service's outputs depends on the fulfilment of several conditions laid down by the eIDAS Regulation, which are beyond Provider's control. The use of the Service as per par. 1.1(a) GTCs does not guarantee that the electronic signature, seal or time stamp created by it will be usable for the purpose intended by the User and that the Service outputs will have the legal effects intended by the User.

**4.5** The Service as per par. 1.1(b) GTCs is an on-demand service intended for verifying the validity of an electronic signature, electronic seal or electronic time stamp, which are attached to the electronic document selected by the User. This Service is only provided on non-qualified level.

**4.6** A statement of the validity or invalidity of an electronic signature, electronic seal or electronic time stamp and other information, if any, which forms the output of Service as per par. 1.1(b) GTCs shall each time only apply to the specific time when the verification is performed. The statement and additional information, if any, is displayed to the User on the Portal, and is not provided on a durable medium. The validity and accuracy of the statement and any additional information is limited to the time when it is displayed to the User.

**4.7** The User is entitled to use the Services only for the purposes for which they are intended according to this Part 4 of the GTCs and in the normal manner.

**4.8** The Services may be used for electronic documents with maximum size of 4 MB. To access them, it is necessary to use one of the specified supported browsers and to have an electronic signature creation device with the installed drivers.

**4.9** The User is not entitled to use the Services for electronic documents containing a legal act for payment with a value exceeding 1 000 EUR.

**4.10** If the User uses the Services or relies on the Service or its properties in a manner being in contradiction to the rules stated in this Part 4 of the GTCs, the Provider is not liable for the damages arising from such use of or reliance on the Service, in accordance with the eIDAS Regulation.

## 5. Rights and Obligations of the User

**5.1** The User is obliged to comply with these GTCs as well as to follow the relevant legal regulations of the Slovak Republic.

**5.2** The User has a right to use the Service provided based on the contract while complying with these General Terms and Conditions.

**5.3** The Service User shall retain all rights to the content sent for the Service. The Provider disclaims the ownership and other rights to the User's content, except for a non-exclusive free of charge transferable license for the use of the content by the Provider for the purpose of providing and enhancing Services.

**5.4** The User shall be solely and fully responsible for the content he / she submits to the Service. The User may not use the Service for any content which infringes any third-party rights in an inadmissible manner, in particular, the content which is unlawful, threatening, defamatory, represents unfair competition, injurious, offensive, abusive, derogatory, harmful, infringing the right to protect the right relating to personality and privacy, repulsive or racially, ethnically or otherwise improper, scurrilous and obscene, impairing the rights of another person, supporting the conduct which is qualifiable as a criminal act, offence or another administrative delict.

**5.5** The User gives the Provider his / her express consent to provide the Service before the lapse of a period for withdrawal from the Contract according to Article 4 par. 6 b) of the Act No. 102/2014 Coll. on the protection of consumers in sale of goods or provision of services under remote contracts or contracts executed outside the business premises of the seller, as amended. The User also declares that he / she was informed that upon giving this consent, the User shall lose the right to withdraw from the Contract after complete provision of the Service.

**5.6** The User is not entitled to withdraw from the Contract after complete provision of the Service, pursuant to Article 7 par. 6 a) of the Act No. 102/2014 Coll. on the protection of consumers in sale of goods or provision of services under remote contracts or contracts executed outside the business premises of the seller, as amended.

**5.7** The User has a right to send the Provider a complaint or a motion with respect to the Service by using the contact data specified in par. 1.2 GTCs. The Provider shall respond within 30 days of its receipt. In case of more complicated inquiries, the Provider reserves the right to extend this period.

**5.8** The User agrees that the Provider may check at any time whether the User uses the Service within the scope of and subject to the conditions laid down by these GTCs and verify compliance with the GTCs. The User is obliged to tolerate the exercise of the right to inspection by the Provider.

**5.9** The User undertakes not to change, block or otherwise disturb, overload the Services of the Provider or harm their reputation or that of the Provider. The User also undertakes not to threaten, disturb, circumvent or break the security of Services and the technical means of protection used by the Provider, or to obtain personal data from other Users.

## 6. Rights and Obligations of the Provider

**6.1** The Provider grants the User the right to use the Services within the scope determined by these General Terms and Conditions and in accordance with their provisions.

**6.2** The Provider shall supply Services for each electronic document uploaded by the User individually, normally immediately after receiving a request for the provision thereof.

**6.3** The Provider does not have a right to view or use the User's content submitted to the Service, except for the cases when it is required in relation to provision of the Services. Such cases involve mainly but not exclusively:

- i. the provision of support to the User,
- ii. identifying, preventing or addressing any fraud and other unlawful conduct or technical and security issues,
- iii. enforcement of these General Terms and Conditions,
- iv. improvement of Services, etc...

**6.4** The Provider has an exclusive right to intervene in the Portal Services and the domain on which it is operated, including the change of its content and the termination of its provision, without prior notice to the User or User's consent.

**6.5** The Provider has the right to restrict, discontinue or terminate the provision of the Services for any reason whatsoever (e.g. necessary administration, maintenance, repairs) or without any reason, without any prior notice to the User or User's consent. Thus, the Provider has the right to remove User's content and block the User's access to the Service, in particular in the event of its misuse or suspected abuse by the User or any third person as well as in other cases of material breach of the User's obligations under the General Terms and Conditions or legal regulations.

**6.6** The Provider is entitled to modify these General Terms and Conditions, in particular due to changes in the relevant legislation, changes in the content and scope of the services provided, etc. In the case of any changes, a new full version of the General Terms and Conditions shall be published on the Provider's website along with the date of the most recent change.

**6.7** The Provider reserves the right not to respond to any User's message that contains vulgarisms, maligns, is threatening, insulting, obscene or otherwise contrary to the law or the accepted principles of morality.

## 7. Information for Relying Party

**7.1** The relying party is any person relying on the output of any of the Services provided. In the case of the Service as per par. 1.1(b) GTCs, only the User may be the party relying on the Service.

**7.2** The electronic signature, electronic seal or time stamp that were created based on the Service as per par. 1.1(a) GTCs:

- a. shall be validated by any relying party. The validation should consist of at least the confirmation of validity or statement of invalidity of the signature, seal or time stamp and, where appropriate, in the determination of their additional properties. The validation can be performed on the Portal using validation Service as per par. 1.1(b) GTCs;
- b. have a limited validity period depending on the validity period of the certificate (in the certification path) used for its creation. The validity period of the electronic signature and electronic seal is limited by the validity period of the certificate used by the User in case that a time stamp was not used. By using a time stamp, the validity and also the verifiability of the signature or the seal may be extended. The validity period of the electronic time stamp is limited by the validity of the Provider's certificate - the minimum guaranteed validity period of the time stamp is 365 days.

**7.3** The result of the validation of an electronic signature, electronic seal or time stamp that was generated based on the Service as per par. 1.1(b) GTCs:

- a. may be verified by the User using the validation service provided by another provider;
- b. is not provided on a durable medium and its validity is therefore limited to the time of its display on the Portal;
- c. is not the result of a qualified validation service within the meaning of the eIDAS Regulation.

## 8. Limitations to Guarantees and Liability of the Provider

**8.1** The Provider hereby explicitly notifies the User and the User acknowledges and agrees that:

- a. The information made available through the Service is not binding and has an informative character, is not a recommendation, offer, or proposal to conclude a contract, unless expressly stated otherwise or otherwise laid down by the General Terms and Conditions;
- b. The Services, their outputs as well as any information provided through the Services or the Portal are provided without any guarantee; the Provider is not responsible for any defects of the Services nor does he provide the User with any guarantee or other guarantees, inter alia:
  - i. for the continuous, timely, faultless or correct functioning of the Services and the Portal, their availability and speed of operation;
  - ii. for the accuracy, completeness or timeliness of the output of the Services and information provided through the Services or the Portal;
  - iii. that the output of the Service as per par. 1.1(a) GTCs will be a qualified electronic signature, a qualified electronic seal or a qualified time stamp attached to the required electronic document;
  - iv. that the output of the Service will be appropriate or usable for the purpose intended by the User. The User should consult the usability of the Service output for himself / herself or his / her organization with a legal adviser.
- c. The User shall use the Service on his / her sole responsibility and risk and bear all the costs of using remote means of communication or other technical means necessary to use the Provider's Services;
- d. The Provider is not liable for any indirect or contingent losses or damage incurred by the User in connection with the use of the Services or the Portal;
- e. The Provider shall not be liable for the damage inflicted upon the User or third parties
  - i. due to the impossibility to use the Service or the unavailability of the Service for any reasons whatsoever, the loss of data, delayed or incorrect data transmission when using the Service or other interruption or delay in the provision of the Service;
  - ii. due to technical properties or the configuration of the hardware or software used by the User;
  - iii. due to use of the Service or relying on the Service and its properties in contradiction to the characteristics of the Services and the restrictions on their use specified in Art. 4 GTCs;
  - iv. due to force majeure events.

**8.2** The User acknowledges that the Services are provided without any right to technical support from the Provider. The Provider has no obligation to solve or resolve any User's problems with the use of the Service or access to the Service arising out of any reasons, e.g., due to the hardware or software used by the User. This is without prejudice to the User's right to notify the Provider of these issues according to par. 5.7 GTCs.

## 9. Protection of Privacy and Personal Data

**9.1** With respect to his / her own use of the Services, the User is solely responsible for the performance of legal obligations (including making any notifications, providing information or obtaining any consents) arising out of legal regulations in the field of the protection of privacy, security and the protection of personal data.

**9.2** The Provider shall process the User's data and documents in accordance with its Privacy Policy and Cookies.

**9.3** Event logs relating to the provision of the Services shall be kept by the Provider for a reasonably long period of time or for as long as the relevant legal regulations prescribe it.

## 10. Final Provisions

**10.1** The Contract for the Provision of Service between the User and the Provider, the content of which is laid down by these General Terms and Conditions, is concluded for the indefinite time period. It terminates in cases laid down by law or these GTCs.

**10.2** Legal relationships between the Provider and the User shall be governed by the laws of the Slovak Republic. The rights and obligations of the parties expressly not regulated by these General Terms and Conditions shall be governed by the relevant provisions of the Act No. 513/1991 Coll., the Commercial Code, as amended, the Act No. 40/1964 Coll. the Civil Code, as amended, and by other laws of the Slovak Republic.

**10.3** The courts of the Slovak Republic shall have exclusive jurisdiction to settle any disputes between the Provider and the User. The disputes, if any, may also be settled out of court. In such cases, the User is entitled to contact an out-of-court settlement entity, e.g., the **Slovak Trade Inspection**, or to settle the dispute through a dedicated **ODR platform**. Before referring a case for court or out-of-court settlement, the User should first contact the Provider and try to deal with the situation by mutual agreement.

**10.4** Should any provision, its part or any part of these General Terms and Conditions be or become invalid, ineffective or unenforceable, this shall not affect the remaining part of the relevant provision or of the remaining part of the provision of the General Terms and Conditions.

**10.5** The present General Terms and Conditions become valid and effective as of 12<sup>th</sup> of October 2016.