GENERAL TERMS AND CONDITIONS
regarding the provision of certification services
for Web site authentication

This act represents a contract, within the meaning of art. 1270 of the Romanian Civil Code, between:
S.C. CERTSIGN S.A., with the registered office in Romania, Bucharest, 107 Oltenitei street, block C1, et.1 cam.16, Sector 4, registered with the National Trade Register under no. J40/484/2006, with the following Fiscal Identification Code RO18288250 as **Supplier**,
and the **Beneficiary** who purchases digital certificates through the CERTSIGN Registration Authority.

By accepting these Terms and Conditions (General Conditions) you agree to the conditions of supply and use of digital certificates issued by CERTSIGN S.A.

Purpose of the contract
Submitting a certificate application to a Registration Authority affiliated to CERTSIGN, for the issuance of a digital certificate implies the acceptance of the General Terms and Conditions regarding the provision of certification services, described as follows. The provision of certification services by CERTSIGN will be done in accordance with the Certification Policy (CP) and the CERTSIGN Certificate Practice Statement (CPS), which are considered essential parts of these conditions.

1. Definitions

1.1 **General Conditions** means the present document „GENERAL TERMS AND CONDITIONS regarding the provision of certification services".

1.2 **Certification Services** represent the issuing, suspension, revoking, renewal, storage, and verification of certificate status, according to CERTSIGN CPS.

1.3 The **Subject** is the device, for which the digital certificate is issued;
1.4 The **Subscriber** refers to the natural person or legal entity that has an agreement for the provision of certification services with the Registration Authority.

1.5 **Certification Policy** – it is public and it is available at the following address: https://www.certsign.ro/en/repository.

1.6 **Certificate Practice Statement of CERTSIGN** (CPS) is the set of practices and procedures governing the provision and use of the certification services. The CPS is public and is available at the following address: https://www.certsign.ro/en/repository.

1.7 **Subscriber Representative/Sponsor**: A natural person or human sponsor who is either the Applicant, employed by the Applicant, or an authorized agent who has express authority to represent the Applicant: (i) who signs and submits, or approves a certificate request on behalf of the Applicant, and/or (ii) who signs and submits a Subscriber Agreement on behalf of the Applicant, and/or (iii) who acknowledges the Terms of Use on behalf of the Applicant when the Applicant is an Affiliate of the CA or is the CA.

1.8. The other specialty terms shall have the meaning attributed in CPS and in accordance with BR.

2. Object
2.1 It sets up the general terms and conditions regarding the provision of certification services by CERTSIGN.

3. Duration
3.1 The General Conditions is enforced starting with the moment of signing (acceptance) the present General Conditions, by the natural or legal person, on whose behalf the digital certificate shall be issued.

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Telephone: +40 31 101 18 70; Fax: +40 21 311 99 05; E-mail: office@certsign.ro;
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3.2 The General conditions shall be valid during the entire validity period of the purchased certificate, which is of 1 (one) year.

4. Subscriber and Subscriber representative obligations

4.1. To provide CERTSIGN and/or DRA with correct registration data;

4.2. To agree with the public availability of the certificate in registries, in electronic format;

4.3. To take the measures required for permitting the corresponding generation and safe storage of the private key, from a key pair (in order to prevent loss, compromising, modifying and unauthorized use of it);

4.4. To use the digital certificate only for the purposes stated in the certificate and according to the applicability areas and the restrictions established through CPS;

4.5. to review and verify the Certificate contents for accuracy

4.6. To install the Certificate only on servers that are accessible at the subjectAltName(s) listed in the Certificate, and to use the Certificate solely in compliance with all applicable laws and only for the purposes stated in the certificate and according to the scopes and the restrictions established by the CPS; All intermediate authorities certificates must be installed in the servers where the server Certificate is installed

4.7. To request the PROVIDER to revoke the certificate, and cease using it and its associated Private Key, if there is any actual or suspected misuse or compromise of the Subject's Private Key associated with the Public Key included in the Certificate;

4.8. To request the PROVIDER to revoke the certificate as soon as the essential information, included in the certificate, is no longer in accordance with reality;

4.9. To comply with the provisions of the CPS and of the Certification Policy.

4.10. The Subscriber and the Subscriber representative acknowledge and accept that CERTSIGN is entitled to revoke the certificate immediately if they or one of them were to violate the General Conditions or if CERTSIGN discovers that the Certificate is being used to enable criminal activities such as phishing attacks, fraud, or the distribution of malware.

4.11. Acceptance of certificates. On receiving a certificate, the Subscriber/Subscriber representative undertakes to verify the content, especially the correctness of the data and the complementariness of the public key to the private one, he holds. If the certificate shows irregularities, mistakes or any other inconsistency with the data presented for registration, the Subscriber/Subscriber representative shall notify immediately the Certification Authority, for the revocation of the certificate. The certificate is considered accepted, when it is downloaded from the Registration Authority website,

The acceptance of the certificate is a unilateral decision of the Subscriber/Subscriber representative, prior to its usage for performing a cryptographic operation.

4.12. By signing these Terms and Conditions, it is aware that CERTSIGN will keep a copy of the Identity Document of the Beneficiary / Representative of the Beneficiary / Sponsor in order to process the information necessary exclusively for the issuance of the digital certificate.

Any failure to observe the obligations by the Subscriber/Subscriber representative shall be considered a breach of the General Conditions.

5. Obligations of the PROVIDER

5.1. To observe the terms for provision of certification services, stipulated in CPS and in the Certification Policy.

5.2. The PROVIDER shall only issue a certificate after the identification of the Subscriber/Subscriber Representative/Sponsor, based exclusively on the identity documents, by the Registration Authority (RA), validation of the request and of the information transmitted by the RA, according to the CPS.

5.3 To issue the digital certificate within 5 (five) working days from the date when the General conditions are accepted by the Subscriber and CERTSIGN has received the request for issuing the digital certificate, accompanied by the documents and needed validation associated with the application.

5.4 According to the present General Conditions and the CPS and to the extent to which it is necessary or applicable, the PROVIDER engages to:

5.4.1 meet and to impose the procedures described in CPS and to fulfil all other obligations, assumed in CPS;

5.4.2 ensure the security of information systems used for providing certification services, using the

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practices unanimously approved in the field and recommended by the international standards;

5.4.3 The PROVIDER has the obligation to suspend/to revoke any certificate, under the conditions of CPS. The PROVIDER shall urgently inform the Subscriber regarding the suspension/ revocation of the certificate, together with the reasons, which lay at the basis of this decision. The PROVIDER shall register the suspension or revocation mentioning of the certificate in the CERTSIGN Repository.

6. Processing of personal data. Confidentiality

6.1 CERTSIGN is a personal data controller.

6.2 CERTSIGN processes personal data with the support of the Registration Authority or a Delegated Registration Authority of CERTSIGN, in accordance with the provisions of EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and other Union or national data protection provisions.

6.3 According to the requirements of the applicable legislation, CERTSIGN has the obligation to administer safely and only for the specified purposes, the personal data provided by the Subscriber/Subscriber Representative/Sponsor. The purposes and legal grounds for the processing of personal data are:

- the issue, release and the use of the digital certificates in accordance with Article 6 (1) (b);

- identification of the Beneficiary / Representative of the Beneficiary / Sponsor and validation of his identity by checking the identity data from the identity document that also contains the photo of the data subject, respectively storing the copy of the identity document, operations performed in order to issue the digital certificate, according to Article 6 (1) (c) of GDPR;

- renewal of the digital certificate at the request of the data subject, according to Article 6 (1) (b) of gdpr;

- confirmation of the validity of the digital certificate, at the request of the Beneficiary / Representative of the Beneficiary / Sponsor or at the request of a person who bases his conduct on the certification services provided by CERTSIGN or within a judicial procedure, as the case may be, according to Art.6 (1) (b) GDPR for validation at the request of the data subject or Art. 6 (1) (c) GDPR for validation in other situations;

- revocation / suspension of the certificate under the conditions stipulated in the contract according to article 6 (1) (b) of gdpr or as a result of a legal or regulatory obligation of CERTSIGN according to art. 6 (1) (c) GDPR;

- ensuring the security of systems and databases according to article 6 (1) (c) GDPR;

- storage of data for a period of 10 years from the end of the validity of the digital certificate. These data may also be used in judicial proceedings, in addition to ensuring the continuity of services, in accordance with Article 6 para. (1) lit. (c) GDPR

- compliance with the legal obligations of the Data Operator (eg the transmission of information that represents personal data at the request of the competent state authorities) according to article 6 (1) (c) GDPR;

- compliance with certsign's legal obligations (e.g. transmission of information that represents personal data at the request of the competent state authorities) according to Art. 6 (1) (c) GDPR;

- for pursuing the legitimate interests of the Data Operator or a third party such as for the internal reporting of the operator or for streamlining the company's processes, for managing contracts or supporting accounting documents, for resolving complaints, for auditing or verifying internal processes, according to Article 6 (1) (f) of the GDPR.

6.4 The categories of personal data that we process are the following: name, surname, the other data from the ID document, e-mail address, national identification number, logs / IP, signature, ID copy.

6.5 The refusal to provide the necessary data for the issuance of the digital certificate and the provision of certification services leads to the impossibility of issuing the digital certificate.

6.6 CERTSIGN retains all information and personal data processed for issuing and usage of a certificate for a period of at least 10 years from the date of expiry of the certificate, in particular in order to be able to provide proof of certification in any dispute. The data may also be processed after this date, when there is a legal obligation or a legal basis justifying it.

6.7 The data subject has the following rights:

- to information according to articles 13 and 14 of GDPR and access according to art.15 of GDPR,

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- the right to rectify inaccurate data concerning it, as well as to fill in incomplete data, according to art. 16 of GDPR;

- the right to restrict the processing if the data subject has opposed the processing for the legitimate interests of CERTSIGN or of third parties or if CERTSIGN no longer needs personal data, but the data subject requests them to establish, exercise or defend a right in court;

- the right to delete data under the conditions of Art.17 gdpr

- The right to restrict the processing of personal data under the conditions regulated by art. 18 of GDPR;

- the right to oppose you for reasons related to your particular situation, regarding the data processing carried out in order to follow the legitimate interests of CERTSIGN or of third parties, according to art. 21 of the GDPR;

- the right not to be the subject of a decision based solely on automated processing, including the creation of profiles, which produces legal effects concerning the data subject or similarly affects him or her to a significant extent, in accordance with Article 22 of the GDPR;

- the right to portability of the data he has provided to us, under the conditions of art. 20 of GDPR. He is also has the right to lodge a complaint with a supervisory authority.

6.8 Personal data may be disclosed: to the data subject for the exercise of his rights under the GDPR, auditors, the supervisory body under applicable law, public authorities and institutions under public law obligations, lawyers to represent us in the event of a possibly litigation or for consulting, bailiffs for contractual communications or enforcement of any judgments, contractual partners of CERTSIGN for the conclusion and execution of the contract (such as courier companies, suppliers, CERTSIGN affiliates).CERTSIGN does not transfer your personal data outside the European Union.

6.8 In order to exercise the subject's rights to its personal data, the subject may address the CERTSIGN Personal Data Protection Department to the following contact details:

- address: Tudor Vladimirescu Bld., 29A, 5th District, Bucharest

- email address: dpd@certsign.ro

- Fax: (+ 4021) 3119905.

6.9 Personal data may be disclosed to: the data subject for the exercise of his or her rights under the GDPR, to CERTSIGN auditors, to the supervisory body according to the applicable law, to public authorities and institutions based on public law obligations, to lawyers representing us in case of a possible dispute or for consultancy, to bailiffs for contractual communications or enforcement of possible court decisions, CERTSIGN's contractual partners for the conclusion and execution of the contract (such as: legal entities to whom the duties of delegated registration authority have been delegated, courier companies, suppliers, CERTSIGN affiliates). CERTSIGN does not transfer your personal data outside the European Union / European Economic Area.

6.10 A third party can have access only to the information that are publicly available in certificates. The other data provided in the applications sent to CERTSIGN shall not be revealed, under any circumstance, to a third party, voluntarily or intentionally (with the exception of situations stipulated by law).

6.11 The disclosure of any information, to the persons involved in fulfilling the obligations, shall be made confidentially and shall extend only on the information required for the fulfilment of obligations.

6.12 CERTSIGN will be relieved of responsibility for the disclosure of confidential information if one or more of the following conditions are met:

- the information was legally known and without a disclosure ban before it was received from the Subscriber

- the information was disclosed after the subject's written consent for such disclosure has been obtained;

- CERTSIGN was legally obliged to disclose the information.

6.13 The present confidentiality conditions shall be completed with the provisions of EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and other provisions of Union or national law on data protection.

7. Termination

7.1 These General Conditions will cease to be applicable in the following situations:
  a) upon expiry of the certificate;

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b) when revoking the certificate;

c) when rejecting the application for a certificate;

d) upon non-acceptance of the certificate by the Beneficiary / Beneficiary's Representative / Sponsor;

e) within 30 days from the receipt of a notification from the SUPPLIER, regarding the violation of the obligations of the Beneficiary / Representative of the Beneficiary / Sponsor, if this violation is not remedied within this period.

Notwithstanding the foregoing, the confidentiality, protection of personal data clauses shall survive until the termination of the General Conditions and shall apply for the period determined by the applicable law or for the duration set forth herein.

7.2 After the termination of the applicability of the General Conditions, for the causes stipulated in art. 7.1 b, d or e, CERTSIGN will revoke the certificate within maximum 24 hours.

7.3 After the revocation, for any reason, of the Certificate, the Beneficiary is no longer entitled to use it.

8. Liability

8.1 CERTSIGN's liability may be attracted under the conditions and within the limits stipulated in the applicable law and in these General Conditions.

8.2. CERTSIGN is not responsible for: i) damages caused by force majeure and/or fortuitous case. It is understood by force majeure that unpredictable and insurmountable event produced after the conclusion of the contract such as: fire, earthquake, any other natural calamity, as well as war. The relatively unpredictable and relatively invincible circumstance, having no extraordinary character, such as: strikes, legal restrictions, other such events, define the fortuitous case; ii) damages caused by the installation and use of applications or devices used to generate and manage cryptographic keys, encryption, which do not meet the conditions specified in the CPC, iii) damages caused by improper use of issued certificates ("improperly" means the use of a revoked or suspended certificate, or in accordance with the declared purpose of the certificate), the storage of erroneous data in certsign databases and their inclusion in digital certificates issued if the Beneficiary has declared that these data are correct, iv) the use by the Beneficiary / Beneficiary Representative / Sponsor of false documents or statements. The Beneficiary shall be solely liable for the damages suffered by the Provider and by third parties due to the inaccuracy and/or forgery of the information and documents communicated.

8.3 To the extent permitted by law, neither party may be liable to pay damages for indirect damages, unrealized benefit or profit, loss of business, customers or data.

8.4 In any situation in which CERTSIGN is held liable, it will be limited to the value of the services subject to these General Conditions provided for a period of 12 months.

9. Applicable law and litigations

9.1. The Romanian law shall be applicable for the interpretations and execution of this contract.

9.2. Any litigation shall be settled by the Romanian courts in Bucharest according to the Romanian law.

10. Communications

Any communication between the parties regarding the fulfillment of this contract must be sent in writing either by e-mail to the address office@certsign.ro or by fax to the number 0213119905. Any written document must be recorded both at the time of transmission and at the time of receipt.