

Provision of qualified certification services - Entaksi Solutions Spa Irish Branch

General Terms and Conditions

This document contains the full text of the general conditions applied by Entaksi Solutions Spa Irish Branch company based in Dublin suite 4.01 Ormond Building 31-36 Ormond Quay Upper, hereinafter referred to as QTSP.

These terms and conditions constitute a contract between Entaksi Solutions Spa Irish Branch and its clients (hereinafter referred to as subscribers) and apply to the use of qualified trust services provided by Entaksi Solutions Spa Irish Branch.

Use of the services of Entaksi Solutions Spa Irish Branch implies full and unrestricted acceptance of the following terms and conditions.

Art. 1 - Definitions and acronyms

- EU Regulation 910/2014: regulation on electronic identification and qualified trust services for electronic transactions in the EU market (eIDAS);
- EU Regulation 679/2016: general data protection regulation (GDPR);
- Qualified trust service: electronic service that enhances trust and security in electronic transactions, in this case consisting of: creation verification and validation of electronic signatures, electronic seals, timestamps (electronic time validations);
- Qualified Trust Service Provider (QTSP): a legal entity that provides one or more qualified trust services and to which the supervisory body assigns the status of qualified trust service provider. In this case Entaksi Solutions Spa Irish Branch company based in Dublin suite 4.01 Ormond Building 31-36 Ormond Quay Upper, a company registered in the list of accredited certifiers at European level as per EU Regulation 910/2014;
- Certification Authority (CA): QTSP that issues digital certificates;
- Registration Authority (RA): a legal entity entrusted with the task of identifying with certainty and registering the holder of the certificate issued by the CA; may coincide with the QTSP or be a legal entity external to the QTSP that operates in the specific role by delegation from the QTSP;
- Local Registration Authority (LRA): legal entity authorized by the RA responsible for receiving and validating requests for Certificates [the copies of public/private keys], identifying with certainty and registering the certificate holder issued by the CA and distributing certificates issued by the QTSP;
- Registration Authority Operator: a natural person authorized by the RA or the LRA to carry out the activity of identifying with certainty and the activity of registering certificate holders (or, if applicable, the subscriber);
- Registration Officer (IR): a natural person authorized by the LRA to carry out the activity of identifying the Certificate applicant;

- Certificate Holder: a natural or legal person to whom the private key that is linked to the public key contained in the qualified certificate is assigned;
- Subscriber: natural or legal person requesting the certificate or service: in the second case, it may not be the same as the certificate holder;
- Client: natural or legal person who requests and/or uses the services provided by the QTSP;
- Relying Party: interested third party who relies on the qualified certificates;
- Manual: the operating manual of Entaksi Solutions Spa Irish Branch, which can be consulted on the company's website at www.entaksi.eu/en/doc_services.html, in which the procedures for the implementation of the services are defined;
- Policy and Practice Statement (hereafter CP and CPS): these are the documents - different for each service provided and possibly contained for convenience of reference in a single document - in which the rules governing the provision of services are set out and in which the procedures applied by the QTSP for carrying out the services are set out. The documents may be unilaterally amended by Entaksi Solutions Spa Irish Branch at any time and are posted on the company's website at www.entaksi.eu/en/doc_services.html;
- Certificate: all qualified certificates complying with the requirements of EU Regulation 910/2014, issued by a qualified trust service provider in accordance with and for the purposes of the same regulation;
- Electronic signature: data in electronic form included or connected by logical association to other electronic data and used to sign;
- Advanced electronic signature: a signature that meets the requirements of Article 26 EU Regulation 910/14;
- Qualified electronic signature: an advanced electronic signature created by a qualified electronic signature creation device and based on a qualified electronic signature certificate;
- Remote Qualified Electronic Signature Service: is the service that allows a qualified electronic signature to be affixed using a qualified signature certificate hosted in the QTSP infrastructure without the need to connect physical devices to the terminal used by the Holder;
- Electronic seal: data in electronic form enclosed or connected by logical association to other data in electronic form to ensure its origin and integrity;
- Advanced electronic seal: is an electronic seal that meets the requirements of Article 36 EU Regulation 910/2014;
- Qualified electronic seal: is an advanced electronic seal created by means of a special device based on a qualified certificate for electronic seals that must meet the requirements stipulated in Annex III of EU Regulation 910/2014;
- Qualified preservation service for qualified electronic signatures and seals: is the service that allows the reliability of the qualified electronic signature to be extended beyond the period of technological validity as specified in Article 34 of EU Regulation 910/2014;
- Qualified electronic signature creation device: configured software or hardware used to create an electronic signature that meets the requirements of EU Regulation 910/2014;
- Timestamp: data in electronic form that links other electronic data to a particular time by providing enforceable proof to third parties of the existence of certain data at a particular time;
- Electronic time validation: data that link other data in electronic form to a particular time and date;
- Qualified time validation: a time validation that meets the requirements of Article 42 EU Regulation 910/2014;
- Coordinated Universal Time: the time zone reference to the second as defined in ITU-R Recommendation. TF. 460-6 (02/02);

- Certificate or public key certificate: a public key of an entity that, combined with other information, is rendered unforgeable through the qualified electronic signature, affixed with the private key of the issuing Certification Authority;
- Public Key Infrastructure (PKI): an infrastructure capable of supporting public key management for authentication, encryption, integrity or non-repudiation services;
- Public key: the element of the asymmetric key pair intended to be made public, with which the digital signature affixed to the computer document by the holder is verified;
- Private key: the element of the asymmetric key pair intended to be held only by the certificate holder, by which the digital signature is affixed to the computer document;
- Electronic document: any digital object or grouping representing legally relevant facts, acts or data;
- Contract: set of contractual documents relating to the provision of services of Entaksi Solutions Spa Irish Branch for the subscribers;
- Authentication credentials: the code or codes kept confidential for the authentication of the holder of the services;
- Email address: the electronic address indicated by the Client to which the QTSP will send any communication related to this contract;
- General Conditions: the conditions herein.

Article 2 - Structure of the contract

1. This contract consists of the following documents, collectively and jointly containing the regulation of the relationship between the parties:
 - a. General Conditions;
 - b. Commercial offer application form;
 - c. Operations Manual and its addenda published in the most up-to-date version at www.entaksi.eu;
 - d. Policy (CP) and Practice Statement (CPS): published in the most up-to-date version at www.entaksi.eu and separate for the various services;
2. The subscriber acknowledges and agrees that signing the contract implies acceptance of the General Conditions, the Operations Manual, and the CP and CPS.

Article 3 - Subject of the contract

1. The subject of the contract is the provision of one or more of the following qualified trust services for a fee:
 - a. Qualified certificates for advanced signature and remote signature service;
 - b. Qualified certificates for electronic seals, including for remote sealing;
 - c. Qualified timestamp generation and affixing service;
 - d. Qualified preservation service for signatures and electronic seals;
2. Certificates are available to the customer depending on their local/remote nature in the manner specified in the commercial offer;
3. Timestamp issuance service will be available to the Client by connecting to the web address specified in the commercial offer;
4. Long-term data retention service will be available using the operating methods specified in the relevant user operating manual;
5. The subscriber is required to communicate all necessary and relevant information to the QTSP or LRA in order to enable his or her identification with certainty. The subscriber is responsible for the truthfulness of the reported data;
6. The Client declares that the trust services provided are intended solely for personal use or, in the case of a legal entity, for internal use related to its business activity and will not be resold to third parties;

7. The Client declares that he/she accepts these general conditions, the operating manual, the CP, the CPS, which will have full binding effect on him/her;
8. Failure or delay in providing, for any reason whatsoever, the requested fiduciary services will not result in any obligation to indemnify or compensate the Client by the QTSP.

Article 4 - Conclusion of the contract

1. This contract shall be deemed concluded upon payment of the agreed price and full provision by QTSP of the relevant services.

Article 5 - Duration of the contract

1. The contract will have the duration indicated in the individual contract signed and defined according to the fiduciary service provided. The Client shall have the right before the expiration of the certificates to request their renewal in accordance with the provisions of the operating manual from the CP and the CPS. However, the QTSP is not obligated in any way to renew the certificates for any reason or intervening cause and, therefore, will not be liable for compensation or indemnification.

Article 6 - Revocation and suspension of certificates and the Service.

1. The prerequisites and procedures and timeframes for revocation and suspension of certificates and, more generally, of the Service are better described in the relevant Operational Manuals, CP, CPS and are briefly described below. The QTSP will proceed to the revocation or suspension of certificates or the Service if at least one of the following circumstances occurs:
 - a. cessation or suspension, for any reason, of the QTSP's activities;
 - b. request from the Judicial Authority;
 - c. explicit request made in writing by the Client in the cases indicated by the manuals or the CP and CPS.
 - d. finding of violation of the obligations placed by this contract or by law on the Client;
 - e. tampering with, breaking and/or compromising the security of the private key;
 - f. abuse and forgery;
 - g. failure to pay in full the fees specified in Article 7 of the General Conditions below;
2. The lists of revocation and suspension of certificates are published in the registry of certificates issued by the QTSP, which can be accessed telematically and updated periodically in accordance with the law.
3. The revocation or suspension of certificates or the Service shall in no case result in the return to the Client of sums paid for their issuance.
4. The Client acknowledges and accepts that nothing shall be claimed by the QTSP by way of reimbursement, indemnification or compensation for damages for the measures that the latter may deem appropriate to be taken, should failures attributable to it be found or the loss of the requirements under which the certificates were issued in its favour.
5. A fee may be charged by the QTSP for revocation or suspension requests made by the subscriber.
6. For anything not mentioned in this article, please refer to the Operations Manuals, CP and CPS in their most up-to-date version.

Article 7 - Price and billing

1. The client is obliged to pay the sums of money agreed with QTSP or LRA in the manner and on time.
2. In any case of delayed payment, commercial interest will accrue in favour of QTSP as provided for in Decree Law 132/2014 L. 162/2014 implementing European Directive 2011/7 of 16.02.2011 without the need for prior notice of default and without prejudice to any other and different rights of the same.

3. The Client declares that he/she is aware and accepts that in the event of non-payment of the indicated fees, QTSP may, at its discretion, revoke or temporarily block the use of the certificates and the provision of the Service until contractual termination.
4. The invoice will be issued to the Client by the party - QTSP or LRA - who submitted the commercial offer

Article 8 - Obligations and responsibilities of the Client

1. The obligations of the Client are all those set out in these terms and conditions and in the current legislation on digital administration.
2. The Client is obligated to use the certified services in accordance with these terms and conditions, the user manual, the CP and the CPS.
3. The Client shall disclose to the QTSP all information necessary to enable the proper provision of the Trust Services, provide proof of identity, and ensure the accuracy and periodic updating of such information.
4. The Client must provide a physical address and an e-mail address where he/she can be contacted.
5. The Client must activate the services within the terms defined in the commercial offer.
6. The Client is required to exercise the utmost diligence in the use, preservation and protection of authentication credentials and any devices provided for the provision of services in accordance with the operating manual in the CP and CPS. In particular, the Client must take all appropriate and necessary measures to prevent harm to third parties when requesting or using the services.
7. Authentication credentials are strictly personal and cannot be transferred or given in use, directly or indirectly for any reason, to third parties, remaining, otherwise, the legitimate recipient, the only person responsible for the correct use of the same pursuant to and for all legal effects.
8. If, the Client:
 - a. has provided false, inaccurate, incomplete or outdated information regarding his or her identity and/or personal data, including through the use of untrue identity documents;
 - b. misuses Qualified Trust Services in a manner that violates applicable law, these general conditions, the CP and the CPS, or otherwise in a manner that causes harm to others;
 - c. engages, personally or through third parties not authorized by the QTSP, in technical interventions or tampering;
 - d. fails to take appropriate measures to prevent the illegitimate use of qualified trust services by third parties;
 - e. fails to immediately notify the QTSP of the theft or attempted theft of authentication credentials in order to enable the QTSP to block the services;
 - f. fails to observe, in general, the obligations placed on it by this contract or by law;shall be held, as of now, personally liable for all of the above violations and agrees to indemnify and hold harmless QTSP and its delegates from any and all liability, expense, injury, or direct or indirect damage arising out of claims or actions by third parties against whom QTSP and/or its delegates have been held liable for acts attributable to the Client.
9. If the subscriber should be a different person than the Certificate holder, the subscriber shall:
 - a. inform the Certificate holder about the contents of these general conditions and notify the QTSP of any violations committed by the Certificate holder;
 - b. notify the Certificate holder of the manner and limitations regarding the use of the Certificate.

Article 9 - Obligations and responsibilities of the QTSP.

1. The provision of qualified trust services shall be implemented by the QTSP within the limits of what is stipulated in this contract and in the applicable laws on the provision of qualified trust services. The QTSP, therefore, assumes no responsibility beyond what is expressly stipulated therein.

2. The recorded data related to the certificates shall be protected and kept in a secure place for storage and retained for a minimum period of twenty (20) years.
3. The costs related to the request by the Client and/or the relying party to the QTSP to have proof of the existence and validity of the timestamps issued shall be borne by the applicants.
4. The QTSP is obligated to:
 - a. act in accordance with the CP, the CPS, and the Operations Manual;
 - b. operate by ensuring that its reference clock is synchronized to Universal Coordinated Time within the stated limits of one-second accuracy;
 - c. undergo internal and external audits for the purpose of ensuring compliance with relevant regulations and QTSP internal policies and procedures;
 - d. grant the relevant authorities and supervisory bodies access to its systems in order to enable the above controls except in cases of maintenance or unavailability of such systems, planned technical outages and loss of time synchronization;
 - e. ensure the provision of trust services except in cases of maintenance or non-availability of such systems, planned outages, upon notification to the Client, and loss of time synchronization;
 - f. inform the Client in the event of termination of services. The QTSP, however, will retain information and documentation related to terminated services according to its cessation plans.
5. The QTSP has taken out an insurance policy to cover damages resulting from failure to fulfil its obligations as required by EU Regulation 910/2014.
6. The QTSP undertakes to process and store personal data in compliance with EU Regulation 679/2016. Except in cases of willful misconduct or gross negligence, the QTSP shall not be liable for direct and/or indirect damage of any nature that may be caused to the Client, the third party concerned, or the recipients of time-stamped computer documents.
7. In particular, QTSP will not be liable for damage caused to the Client or third parties as a result of:
 - a. submission by the Client of false, incomplete or outdated information in relation to his/her identity and/or personal data;
 - b. improper, or incorrect and/or illegitimate use of the qualified trust services with respect to the provisions of the law, these general conditions, the operating manual from the CP and the CPS;
 - c. interventions on the credentials made by the Client or unauthorized third parties;
 - d. malfunctions, delays, suspensions or blockages of computer systems, hardware equipment, power and telephone lines and Internet connections used by the Client;
 - e. compromise of the secrecy of the private part of the asymmetric keys;
 - f. force majeure, Acts of God and catastrophic events (such as but not limited to: wars, fires, floods, explosions, earthquakes, blockages on internet and electricity networks, etc.);
 - g. any event, none excluded, that has not been reported in writing to the QTSP within ten days of the event.
8. The QTSP assumes no responsibility for failure to fulfil the obligations placed on it by this contract and by law due to causes not directly attributable to it.

Article 10 - Information for the relying party.

1. The relying third party is required to be aware of the risks, responsibilities, limitations, and uses related to timestamp services as set forth in the CP, CPS, and these general conditions;
2. Before relying on a timestamp, the third party must verify the validity of the trust service and its proper use and that the certificates associated with the private key used to sign are not on the list of certificates revoked by the QTSP.

Article 11 - Warranty and assistance.

1. In case of supply of physical devices, the QTSP guarantees the compliance of the device with the specifications contained in the operating manual, CP and CPS as well as their suitability for the use for which they are intended in accordance with the relevant laws in force.
2. In case of verified non-compliance, the Client shall be entitled to the replacement of the device/support provided. However, the cost of shipping and delivery shall remain the Client's responsibility.
3. QTSP makes no warranty:
 - a. on the installation, proper and regular operation and security of the hardware and software systems used by the Client;
 - b. on the operation of power and telephone lines, network systems and the Internet;
 - c. on the secrecy and/or integrity of asymmetric keys;
 - d. in case of improper or incorrect and/or legitimate use of certificates or trust services with respect to what is established in the operating manual, CP and CPS to which reference is made.
4. The Client acknowledges and agrees that in all phases of support, whether remote or direct, the employee assigned by QTSP to provide support service may become aware of the subscriber's personal data found during the connection phases on the subscriber's computer devices.

Article 12 - Express termination clause

1. This contract shall automatically terminate, resulting in the suspension deactivation of authentication credentials, in the event of either party being subject to bankruptcy or other insolvency proceedings, the death of the Client or the Client's continued inability to act.
2. The QTSP shall have the right to terminate this contract, resulting in the revocation of the certificates issued to the subscriber without prior notice if the subscriber violates all or part of the provisions contained in Articles 8 and 9 above.
3. In the event of termination of the contract, the QTSP will revoke the provision of qualified services with immediate effect.

Article 13 - Withdrawal

1. QTSP may withdraw from the contract with two months' notice. The termination will be communicated to the Client in writing by means that can prove the date of receipt.
2. The Client shall have no right to compensation or refund in case of early termination of the contract.
3. If a party defaults on the obligations placed upon it by the contract and fails to remedy such default within fifteen days after receipt of the notice to perform, the performing party shall have the right to terminate the contract immediately. The performing party may terminate the contract with immediate effect, without granting further notice, by sending written notice in a manner that can prove the date of receipt.
4. In the event of termination of the contract, the certifier will revoke the provision of qualified services with immediate effect.
5. In the event that the Client may be qualified as a consumer, the provision for withdrawal shall comply with the Consumer Code.

Article 14 - Assignment

1. Assignment of this contract by the Client is not permitted under any circumstances, and any attempted assignment or delegation will be considered invalid or ineffective.
2. QTSP may assign its rights and obligations under these general conditions upon prior notice to the Client.

Article 15 - Applicable law

1. This contract is governed by Italian law.

Article 16 - Jurisdiction

1. For any dispute that may arise between the parties regarding this contract and its subsequent amendments and additions, the court of jurisdiction will be the Court of Pistoia, Italy, with the exception of the case in which the Client is to be considered a consumer as indicated in EU Regulation 593/2008 in which case the court of jurisdiction will be that of the consumer's place of residence.
2. The client may avail himself of the complaints procedure by sending the relevant communication to the QTSP mailbox esib@entaksi.eu; the QTSP must respond no later than five working days after receipt in order to promptly and effectively resolve any dispute;
3. Disputes concerning supply contracts exceeding 15,000.00 euros shall be preceded by an arbitration procedure before the Arbitration Chamber of the Chamber of Commerce of Pistoia and Prato (Italy); seat of arbitration shall be Pistoia, the Arbitration Board composed of three arbitrators shall decide according to law and in accordance with the Rules of the Arbitration Chamber available at www.ptpo.camcom.it/servizi/concilia/arbitrato/arbitrato.php

Article 17 - Amendments to the contract

1. The QTSP may amend and/or update these general conditions, the user manual, the CP and the CPS at any time, and the Client hereby declares its acceptance.
2. The QTSP will notify the Client by email that the changes and updates referred to in point sub 1 are published on the website www.entaksi.eu and that they will be effective 30 (thirty) days after their publication; the Client who does not intend to accept these changes will have the right of withdrawal to be exercised in the manner provided for in Article 13.

Article 18 - Communications to the QTSP.

1. All communications and notifications under this contract shall be addressed to the following addresses:
Entaksi Solutions Spa Irish Branch, suite 4.01 Ormond Building 31-36 Ormond Quay Upper, D07F6DC, Dublin 7, Ireland - email esib@entaksi.eu

Article 19 - Processing of personal data

1. QTSP as the data controller, shall process personal data in full compliance with the provisions of EU Regulation 679/2016 (GDPR),
2. All data provided by the Client will be used for the sole purpose of executing the contract and fulfilling legal obligations.
3. The Client acknowledges and accepts that the QTSP has the obligation to retain the information acquired during identification and registration, the information acquired at the time of issuance, as well as all information related to the device, all as provided for in 'Article 24 paragraph 1 letter h) EU Regulation 210/14 eIDAS.
4. In the event of termination of the QTSP, the QTSP undertakes to transmit the information necessary for the continuation of the service to another equivalent QTSP; in the event that this is not possible, the QTSP undertakes to ensure the operation of the services provided as set out in the termination plan.

Article 20 - Restrictive clauses

The Client must declare that he/she understands and accepts the following articles contained in these Terms and Conditions: art.2 (structure of the contract) paragraph 2; art. 3 (subject matter); art. 5 (duration of the contract); art. 6 (revocation and suspension of Certificates); art. 7 (price and billing) paragraph3; art. 8 (obligations and responsibilities of the Client); art. 9 (obligations and responsibilities of the QTSP) paragraphs 1, 3, 6, 7 and 8; art. 11 (warranty and assistance) paragraphs 3 and 4; art. 12 (express termination clause); art. 13 (withdrawal) paragraphs 1, 2, 3 and 4; art. 14 (assignment); art. 15 (applicable law); art. 16 (place of jurisdiction); art. 17 (amendments to the contract).