

TERMS AND CONDITIONS OF THE ADVANCED CERTIFICATES FOR ELECTRONIC SEALS

Global Trusted Sign

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1 Terms and Conditions for the Use of Advanced Electronic Seal Certificates issued by GTS

Global Trusted Sign (hereinafter referred to as GTS), as a qualified trust service provider, offers online services for digital products.

The use of services is subject to the following terms and conditions, being this document an agreement with the certificate subscriber and holder.

2 Advanced Trust Services

These terms and conditions apply to the use of advanced certificates for electronic seals issued by GTS.

By using these services, the user understands that advanced digital certificates for organizations have a high trust level, although they cannot guarantee the same probative value than that of qualified certificates. The decision of the user to read and sign a document does not affect legal effects derived from that activity. The user must read each document before signing it when using the services.

The user undertakes to notify all stakeholders and the service, if his/her electronic mail changes in order to prevent disruptions of communications. The user declares that, when using these services, understands that electronic signatures are legally binding in Europe and other countries. The user also declares that he/she understands that hard copies of electronic documents do not have the same legal value of the originals digitally stored by the service.

3 Data Protection and Storage

To obtain an advanced certificate for electronic seals, users must fill in a form for issuing electronic seal certificates, in which personal data are requested which, for this reason, are considered to be sensitive.

In the context of the GDPR in force, stored data in the *GTS NQ remote server*, must comply a set of protection requirements, to guarantee information privacy and security to holders.

In this regard, GTS declares that all data requested and collected is derived from the need to guarantee security means of identification by electronic means, to avoid any misuse of identity.

Time Limits for the Storage of Information	
Information requested during the registration	<p>At the time of registration, information regarding the name, surname, phone contact, email, TIN, country and desired password, is requested.</p> <p>This information is stored during 180 consecutive days from the registration date.</p> <p>After that period, and if the client does not express interest to buy any of GTS available products, that information will be deleted.</p>
From the selection of the service to the due payment	<p>The information required to acquire a service will be stored during 180 consecutive days. In case of no payment, all that information will be deleted. If after that period the holder intends to subscribe to the platform and to acquire a service, he/she must submit a new registration request.</p>
Period of inactivity	<p>If GTS identifies an account that has been inactive for 6 months, it will notify to the legal or natural person that in 180 business days must log in. Otherwise, the account will be deleted.</p>
Time limit for the right to data portability	<p>When the subscriber/user exercises the right to portability, GTS will execute the request within a maximum period of 60 days.</p>
Time limit for exercising the right to be forgotten	<p>In order to comply with legal requirements, some of the information may not be completely deleted, as the legal validity of signatures must be guaranteed for extended periods, defined by the Certification Authority (CA) as 7 years, pursuant Art. 40 and recital 61 of Regulation (EU) 910/2014. Therefore, when holders request the right to be forgotten, only registration data will be deleted, but identity validation data of the holder and the certificate private key will be duly encrypted and preserved for 7 years, from the date of issuance of the certificate. After that period, all data will be automatically deleted.</p>
Time limit for renewal of trust services approaching expiration date	<p>All completed requests, related to trust services, automatically generate renewal requests 45 days prior to their expiration date. If the subscriber does not complete the renewal process, the initial deadlines for new applications - payment, identity validation and certificate generation - will be considered.</p>

4 Use restrictions

Advanced certificates for electronic seals issued by GTS are used by different holders, systems, applications, mechanisms and protocols with the aim to allow digital signatures, encryption and access control, including the proof of the identity of the entity that holds them.

The subscriber undertakes to comply with the terms and conditions herein, in accordance with the GTS Certification Practice Statement and Policy of Advanced Certificates (available at <https://pki.globaltrustedsign.com/index.html>) and with all the applicable legislation.

The subscriber undertakes not to use the service for any unlawful purpose, not to cause the disruption of the service, not to distribute contents that may breach third parties' privacy, intellectual property rights or other related property rights, or for any other purpose that GTS may consider as unlawful, obscene, defamatory, fraudulent, abusive, threatening, prejudicial or objectionable.

The subscriber assumes responsibility for the content of all transactions made through the service.

The data and documentation submitted by subscribers relating to entities outside Portuguese territory shall be those issued by the Official Registry of the respective country, duly apostilled and officially translated into Portuguese or English.

5 Subscriber rights

In accordance with the General Data Protection Regulation in force, and its national implementation, all subscribers have rights over their data, i.e., the right to access (Art. 15); to rectification (Art. 16); to object (Art. 21); to restriction of processing (Art. 18); to data portability (Art. 20); or to the erasure of personal data (Art. 17), by contacting GTS. Furthermore, GTS is obliged to communicate all subscribers of its services that their data has been modified, erased or restricted of processing (Art. 19).

Also, GTS subscribers have the following rights: to lodge a complaint with a supervisory authority – in Portugal is the National Commission for Data Protection (*Comissão Nacional de Proteção de Dados - CNPD*)- (Art. 77); to an effective judicial remedy against a supervisory authority (Art. 78); to an effective judicial remedy against a controller or processor (Art. 79); and to compensation and liability (Art. 82).

6 Subscriber obligations

The obligations of the subscriber / holder (including representatives and agents) are:

1. To enforce the terms and conditions set forth in this document, as well as all specific conditions among the parties described in the contract;

2. To limit and to adequate the use of certificates in accordance with the GTS Certification Practice Statement and Policy of Advanced Certificates (available at <https://pki.globaltrustedsign.com/index.html>) as well as with all the applicable legislation;
3. Not to monitor, manipulate or perform “reverse engineering” activities on the technical implementation (hardware and software) of the certification services, without the prior written authorization of GTS;
4. To supply to GTS all information considered as accurate and complete related to any information that GTS may request for the registration process. Any modification of that data must be informed to GTS CA;
5. To verify that the private key used to sign is valid (i.e., it is not compromised) for the reception of the issued certificate;
6. In the event of knowledge of any unlawful behaviour or access violation involving the advanced certificate, the user shall notify GTS within a maximum period of 24 hours;
7. To use the certificate only in the capacity or in accordance with the powers of attorney for which it was issued;
8. Inform GTS about all the documentation that has expired and make available the new updated documentation, provided that the holder intends to renew his/her certificate in the context of a simplified renewal;
9. Comply with security procedures, as well as all the technical requirements that have been established by GTS;
10. Request to GTS the immediate revocation of the Certificate, when there are suspicions of breach of confidentiality or when verified any of the reasons for revocation mentioned in the Certification Practice Statement, following the revocation procedure provided by GTS.

6.1. Holder identity validation

Prior to the issuance of an advanced certificate, GTS is committed to ensure that the identity of the holder is in fact the person to whom that identity has been assigned. For this purpose, GTS has mechanisms to validate the veracity of all documentation submitted during the fulfilment of the form to buy a product. It should be noted that, in case of doubts about the documents submitted, GTS reserves the right to request validation of identity in person or by videoconference (the latter at a cost of 10.00 euros) with the holder, in order to “accredit and verify the identity of natural or legal persons requiring the presentation of electronic means of identification”.

In order to validate the identity accordingly, it must be taken into account the following:

- I. The videoconference / in-person validation (at the headquarters of the company on the island of Madeira or at the offices of the company in: Lisbon, Porto and Ponta Delgada) is only required when the Registry Administrator has any doubt about the authenticity and adequacy of submitted documents.
- II. In case of a validation by videoconference, you must previously take into account that you meet the following technical and documentation requirements:
 - a) Verify your antivirus restrictions, since some antiviruses do not allow to conduct a videoconference;
 - b) Use recommended browsers for the videoconference: Google Chrome or Firefox;
 - c) It is required to add a mobile network number, since during the validation of your identity, you will receive an activation code in your mobile;
 - d) The videoconference must be held in a well-lit place to allow the verification of the identity card (e.g., the hologram on the national identity card);
 - e) It is required to use a webcam and a microphone of acceptable quality level;
 - f) The videoconference can be done through a mobile phone with camera and microphone;
 - g) Check that you have your identity card and the mobile phone whose number was used to buy the advanced electronic seal;
 - h) If the technical requirements are not met and a second videoconference is necessary, the customer will be charged a fee of 10.00 euros;
 - i) Subscribers can validate their identity between 9:00 am and 5:30 pm (mainland Portugal local time).

The videoconference is recorded for reasons of data protection. Consent is requested before starting the recording. In case this consent is not given, the validation must be conducted in person in one of the locations that GTS facilitates for that effect¹.

7 GTS obligations

The NQ CA, as the entity responsible for processing the holder data, is committed to ensure through its mechanisms, principles of fairness, loyalty, transparency, minimization, storage limitation, proportionality, accuracy, safety and liability.

¹ Lisbon, Porto, Ribeira Brava (Madeira) and Ponta Delgada (The Azores).

8 Obligations limits

GTS is responsible for damages or losses caused to final users and relying parties arising from its activity, according to the applicable legislation.

GTS is not responsible for other damages or losses derived from abusive use or those uses outside the scope of the contract with users and/or relying parties.

GTS is not responsible for the failure of services related to cases of force majeure, such as natural disasters, war or similar events.

GTS reserves the right not to conclude a purchase process for qualified digital certificates, when verified that the holder does not meet the requirements for the appropriate validation of the holder identity, being the applicant duly notified of the reasons.

The refusal to conclude the process, as long as it results from a cause not attributable to GTS, does not grant the holder the right to reimbursement of the amounts.

In particular, the holder will not be entitled to reimbursement of the amount paid for the certificate, if it is confirmed that he/she has provided false or incorrect information, or has omitted relevant information or documentation for the evaluation of the request, which is strictly necessary to continue with the process.

9 Use of the service

The holder of a public key certificate is only entitled to use the private key for the intended purposes, within the law. The holder must download his/her certificate in his/her personal area in the GTS portal, once the authentication in the portal has been done. To use the certificate, a PIN will be sent, via SMS, to the mobile phone number provided by the user when buying the product. This certificate can be downloaded as many times as necessary.

The use of the certificate is only permitted, and when applicable according the type of certificate:

- To whom is mentioned in the *Subject* certificate field;
- While the certificate is still valid and is not included in the Certificate Revocation List (CRL) of the certification authority of GTS. This list is available at <https://pki.globaltrustedsign.com/index.html> and in the properties of the certificate as demanded by the applicable legislation.

10 Sharing information with Third Parties

GTS has the right to share information with the competent authorities, provided that:

- It is obliged to do so by a subpoena, court order or any other judicial procedure of similar nature;
- It is necessary to comply with the legislation in force.

GTS subcontracts:

- PayPayUE – *Instituição de Pagamento, Unipessoal, Lda* – for the processing of payments via ATM, credit/debit card and MBWAY;
- The iGEST platform for invoicing;
- The Identity Trust Management AG and Electronic IDentification platforms, as regards videoconferencing for the validation of the identity of qualified electronic signature service holders, who are duly certified to operate with eIDAS Trust Service Providers;
- the CRM - Salesforce, to manage support requests received by e-mail or telephone, as well as to manage sales leads.

11 Preservation of audit logs

Audit logs are preserved for the periods required by legislation (7 years).

12 Availability of services

CRLs can be checked at <https://pki.globaltrustedsign.com>, ensuring its availability 24 hours a day, 7 days a week, except in cases of any programmed maintenance stoppage, duly informed to the parties involved.

Furthermore, revocation requests will be processed in 24 hours. During that time interval, the identity and authenticity of the person who requested the certificate revocation will be verified. After confirming the identity and authenticity of the requester, GTS has 60 minutes to change the certificate status to revoked.

Revoked certificates can be checked in the CRL of the Certification Authority of GTS.

Global Trusted Sign does not guarantee the uninterrupted operation of the technological infrastructure that supports services mentioned in the Digital Certificate Issuance Form, in particular, when the infrastructure is subject to updates and improvements, required for the compatibility of GTS with

possible legal or regulatory amendments, or with view to improve the complete operation of the infrastructure.

13 Compensations

GTS will assume responsibility related to compensations, in accordance with the applicable legislation, in the terms set forth in Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014, and the General Data Protection Regulation 2016/679 of 27 April 2016.

14 Contacts

All stakeholders must use appropriate collective communications means. These means can include a digitally signed electronic mail, fax, signed forms or similar, depending on the severity and on the subject.

Telephone calls are recorded for purposes of quality control, with the due authorisation of the National Commission for Data Protection (*Comissão Nacional de Proteção de Dados - CNPD*). If you do not want your calls to be recorded, we recommend that you contact us by alternative means.

Name	GTS Management Group
Address	Global Trusted Sign Estrada Regional 104 N°42-A 9350-203 Ribeira Brava Madeira - Portugal
E-mail	info@globaltrustedsign.com
Website	https://www.globaltrustedsign.com
Telephone	National: 707 451 451 ¹ International: + 351 291 957 888 ² (Portuguese - Option 1 / English - Option 2; GTS - Option 6) ¹ Maximum amount to be paid per minute: 0.09€ (+VAT) for calls from fixed networks and 0.13€ (+VAT) for calls from mobile networks. ² Cost of an international call to a fixed network, according to the current rate.

15 Contact of the Data Protection Officer

In case of any doubt or any event related to data protection, GTS users may contact the Data Protection Officer (DPO – Art. 37, GDPR), appointed by the ACIN managers. These officers are available to provide support GTS clients and to cooperate with the appointed national control authority – National Commission for Data Protection (*Comissão Nacional de Proteção de Dados – CNPD*). These officers can be contacted by e-mail dpo@acin.pt or telephone 707 451 451² (for international calls, must use + 351 291 957 888³).

16 Dispute Settlement Provisions

Complaints must be sent to the GTS Management Group, via registered mail.

The Portuguese law is applied when any dispute arises from the interpretation or implementation of this document. The parties choose exclusively the jurisdiction of the Judicial District of Funchal to settle such disputes.

Any dispute between users and GTS can be communicated to the Supervisory Authority, with the aim to settle any conflict that eventually may arise.

17 Applicable Legislation

The following legislation applies to certification authorities providing trust services:

- a) Regulation (EU) 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;
- b) Other national and European legislation related to activities of provision of advanced trust services;
- c) General Data Protection Regulation 2016/679 of 27 April 2016.

² Maximum amount to be paid per minute: 0.09€ (+VAT) for calls from fixed networks and 0.13€ (+VAT) for calls from mobile networks.

³ Cost of an international call to a fixed network, according to the current rate.

Conformity audits will be regularly performed in GTS, pursuant the applicable legislation, by an external entity duly registered and acknowledged for that purpose, and its conclusions will be transmitted to the supervisory authority, which can make publicly known the conclusions of all the process, when requested.

I hereby declare that I have understood the content of these Terms and Conditions:

_____/_____, _____, _____.
(place) (day) (month) (year)

(Signature)