

**QUALIFIED CERTIFICATE ISSUANCE CONTRACT**  
**No. CC\_\_-\_/2021 DATE:**

This contract establishes both the GENERAL CONDITIONS, mandatory for all APPLICANTS/SUBSCRIBERS of the **qualified certificate issuance service** of EADTrust, European Agency of Digital Trust S.L. (hereinafter **EADTrust**) and the specific PARTICULAR CONDITIONS applicable to the APPLICANT or SUBSCRIBER subscribing to it. **In case of contradiction, the SPECIFIC CONDITIONS shall prevail over the GENERAL CONDITIONS.** These conditions are applicable and binding on both the APPLICANT and EADTrust, and may contain commitments vis-à-vis third parties. The contractual conditions are sometimes referred to as "TERMS AND CONDITIONS".

EADTrust is a Qualified Digital Trust Service Provider, with CIF B85626240 and headquarters in Madrid (Spain) at calle Alba, 15 (CP 28043), recognized in the [Census](#) of Qualified Certification Service Providers; under the provisions of [Regulation \(EU\) n ° 910/2014 of the European Parliament and of the Council of 23 July 2014](#). EADTrust performs identity verification functions of the APPLICANT for the issuance of certificates, through its staff or delegating these powers to a third party entity or natural person, which will be constituted in the Registration Authority (hereinafter RA).

The contract documents and the specific policy governing this certificate are available on the website: <https://eadtrust.eu/documentos-vigentes/>

The contract is signed by a representative of the Qualified Digital Trust Service Provider EADTrust, on the one hand, and the applicant, on the other hand.

**Certificate details** (to be completed by the Registration Authority)

Type of certificate				
Type of verification			Price	
Asymmetric key algorithm		key size		validity of the certificate
Form of delivery				
Cryptographic device characteristics	Model		Trademark	
Installation code submission				

**Applicant's data**

Application number			Date		
First name			Last name		
Type of identity document		Document number		Nationality	
Postal Address					
City		Postal code		Country	
E-mail address			Cell phone		

**Certificate subscriber data**

Name and Surname of the legal representative of the legal person/administrative authority	<i>[Escriba aquí]</i>	Position of the legal representative of the legal entity/administrative authority	<i>[Escriba aquí]</i>
Business name of the legal entity/ Name of the administrative	<i>[Escriba aquí]</i>	Physical address of the legal entity/ Administrative	<i>[Escriba aquí]</i>

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authority		Authority	
E-mail address	<i>[Escriba aquí]</i>	NIF/CIF/VATT	<i>[Escriba aquí]</i>
Created by virtue of	<i>[Escriba aquí]</i>		
Appointment Representative/public employee by	<i>[Escriba aquí]</i>	Date of appointment	<i>[Escriba aquí]</i>

The costs of the certificate are in euros. The costs of international transfers are borne by the Applicant / Subscriber who manages the payment of the certificate.

By electronically signing this document, the APPLICANT acknowledges that he/she has read the GENERAL AND SPECIFIC TERMS AND CONDITIONS of the service, understands them, agrees with them and accepts them.

If the APPLICANT does not accept these TERMS AND CONDITIONS, the service will not be provided. If you do not agree with any clause, do not continue the contracting process. If the APPLICANT has any questions regarding these TERMS AND CONDITIONS, before signing, send an email to [autoridadregistro@eadtrust.eu](mailto:autoridadregistro@eadtrust.eu) with your inquiry.

Signature CERTIFICATION AUTHORITY  
Signature

APPLICANT'S

For EADTrust,  
Mr. Julian Inza Aldaz



## GENERAL CONDITIONS OF THE QUALIFIED CERTIFICATE ISSUANCE SERVICE

### FIRST - GENERAL TERMS AND CONDITIONS OF THE SERVICE

The present document of GENERAL TERMS AND CONDITIONS establishes the general guidelines that will govern the service of issuance of qualified electronic certificate that is concluded between EADTrust, European Agency of Digital Trust S.L (EADTrust), Qualified Trust Service Provider and the individual requesting the service, the (APPLICANT/SUBSCRIBER).

### SECOND - DEFINITIONS APPLICABLE TO THE SERVICE

**Certification Authority (CA) EADtrust:** is a Qualified Trust Service Provider (Trust Service Provider or TSP) incorporated under Spanish law, with CIF B-85626240, physical address at Calle Alba 15, 28043, Madrid, and email address for notification purposes: info@eadtrust.eu, under power of attorney granted before the notary Rafael de la Fuente García, on January 29, 2009, with the number 187 of his protocol. Duly registered in the Mercantile Registry of Madrid in Volume 26,403, Folio 63, Page M-475828. In providing the requested service, EADTrust acts as Certification Authority (hereinafter the "CA") relating a particular public key with a specific person or entity through the issuance of an Electronic Certificate.

**Qualified Certificate:** certificate issued by a Qualified Trust Service Provider in accordance with the requirements of EU Regulation 910/2014 of 23 July 2014 ("e IDAS" Regulation) and issued with a Certification Authority listed in the Trusted Lists (TSL).

**Qualified natural person certificate for signature:** a certificate that has been issued by a qualified trust service provider and meets the requirements set out in Annex I of the eIDAS Regulation, offering the highest legal guarantees in terms of identification of the signatory and its link to the signature in a unique way, and with respect to the integrity of the data linked to the signature.

**Password** chosen by the user when installing the file provided by EADTrust (if the user chooses to check the options "Enable secure private key protection" and "Security level" to set it to "high") and which will be required every time the certificate is used.

**Secret key:** Cryptographic key used internally by the electronic signature system to generate the signature. There is a public key associated with it, available in the certificate, which allows the electronic signature to be verified and, for this reason, makes it necessary to include the certificate in all signatures. The use of the Access Key by the signatory indicates to the system that the cryptographic operation involving the secret key is authorized, resulting in the creation of the electronic signature.

**Installation codes:** codes needed to decrypt ZIP files and to install ". P12" or ".PFX" files on the computer so that the certificates and secret keys are available for use, allowing identification and electronic signature.

**Contract:** all contractual documentation from the beginning of the service request, these GENERAL TERMS AND CONDITIONS, the SPECIFIC TERMS AND CONDITIONS document, the Declaration of Certification Practices (DPC), the specific policy applicable to the contracted service and other documents governing the relationship between the Parties.

**Certificate Practice Statement (CPS):** set of practices adopted by an EADTrust Certification Authority for the issuance of qualified and unqualified certificates, which contains detailed information on its security system, support, administration and issuance of certificates, and on the relationship of trust between the Parties. The CPD and the Specific Certification Policies in force at the date of this contract are available on the website: <https://eadtrust.eu/documentos-vigentes/>

**Relying Parties:** entities or individuals acting in reliance on certificates or signed objects issued under the EADTrust PKI. They may or may not be subscribers, but, in any case, they will be provided with different communication channels, so that they can (as they should) verify the validity of the certificate and its purpose. They should check by the AIA (Authority Information Access) field of the certificates that they can reconstruct the chain of trust from the end-entity certificate to the Root authority, and that they can identify the certificate validity query point by the OCSP service, or, where applicable,

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by the CRL list. Relying parties must be aware of and agree to be bound by the warranties, limits and responsibilities applicable to the acceptance and use of the certificates they rely on.

**APPLICANT:** is the natural person who requests the issuance of a qualified EADTrust certificate for him/herself, in which case he/she assumes the status of certificate holder and is therefore responsible for its proper use. It is also called **SUBSCRIBER** of the certificate.

**Subscriber:** is the natural person who contracts the certificate issuance service. He/she is also the owner of the certificate key.

### **THIRD - LEGAL AND TECHNICAL FRAMEWORK FOR CERTIFICATE ISSUANCE SERVICES**

EADTrust's qualified certificate issuance services are technically and operationally regulated by the provisions of the eIDAS Regulation and, where not contradictory, by Law 6/2020. The international technical standards defined by ETSI (in particular those provided for in ETSI EN 319 401, ETSI EN 319 411-1 and 2, ETSI EN 319 421), the Technical Recommendations of the IETF body, taking into account the Baseline Requirements of the Certificate Policy for the Issuance and Management of Public Trust Certificates ("Baseline Requirements") defined for the CA/Browser Forum, and other documents such as the "Guidelines for the Issuance and Management of Extended Validation Certificates" are applicable.

The issuance of the EADTrust Qualified Certificate will also be subject to the procedure defined in the EADTrust CPD; as well as the specific policies and practices applicable to the type of certificate listed in the header of this terms and conditions document. These policies and practices, in effect as of the date of this document, can be accessed on the EADTrust website at <https://eadtrust.eu/documentos-vigentes/>. In the event of any inconsistency, the meaning of the terms contained in these terms and conditions shall prevail over the meaning set forth in the specific certificate policy.

### **FOURTH - OBLIGATIONS OF THE PARTIES**

#### **4.1.- Obligations of the CA**

- Correctly identify the **APPLICANT** based on the verification of the identification documents provided by the **APPLICANT**;
- To file and keep the information relating to the data issued and received for 15 years. This registration activity may be carried out by electronic means.
- Proceed with the issuance of the corresponding certificate to the **APPLICANT** in accordance with the conditions defined in the CPD, the specific policies and practices and the **TERMS AND CONDITIONS** documents.
- Maintain updated databases of Certificates in force, suspended Certificates and revoked Certificates;
- Process certificate revocation requests in the shortest possible time. For security reasons, the CA may revoke a certificate unilaterally and immediately without the certificate holder being able to claim any type of compensation for this fact.
- Communicate to the **APPLICANT/SUBSCRIBER** the revocation of their certificate when it occurs;
- All those derived from the CPD, the specific policies and practices for each type of certificate and the current legislation.

#### **4.2.- Obligations of the APPLICANT/ CERTIFICATE SUBSCRIBER**

- Pay the fees for the issuance services of the qualified electronic certificate requested under the terms and conditions provided by the CA;
- Keep the certificate and secret keys, including the private key, codes, passwords or pins (from PIN, Personal Identification Number) in a diligent manner, taking reasonable precautions to prevent their loss, disclosure, modification or unauthorized use;
- **Do not disclose the private key or its activation PIN.**

- To provide all the information and documentation required, taking responsibility for its veracity and correctness;
- Immediately notify the CA in case it detects that any incorrect or inaccurate information has been included or in case that, unexpectedly, the information in the certificate does not correspond to reality;
- Immediately inform the CA about any situation that may affect the validity of the certificate, or the security of the keys;
- Request the revocation of the Certificate when any of the cases foreseen in the specific policies and practices and in the legislation in force for these different statuses of the life cycle of the certificates are fulfilled;
- Use the Certificate in accordance with the Law and the limits of use defined in the specific policies and practices, in the TERMS AND CONDITIONS documents and in the Certificate itself;
- The APPLICANT shall provide the CA with an operational contact that allows the CA to notify the APPLICANT at any time of incidents or anomalies related to the certificate, its revocation when appropriate.
- All those derived from the CPS, the specific policies and practices for each type of certificate and the legislation in force.

#### **FIFTH. - LIMITS TO THE USE OF THE CERTIFICATE: PROHIBITION TO TRADE WITH THE CERTIFICATE.**

The qualified certificates issued by EADTrust in its different modalities are intended for a specific natural person and respond to specific functions that are defined in the CPS of EADTrust in the descriptive sections of its Certification Hierarchies. To the extent that the certificates may contain specific attributes of the APPLICANT, EADTrust performs, prior to their issuance, the necessary verifications that allow to reliably accredit such attributes (identity verification through a qualified electronic signature based on a qualified certificate or in person).

The contracting of the EADTrust electronic certification service only admits the use of the certificate within the scope of activity of the APPLICANT/SUBSCRIBER, in accordance with the purpose of the type of certificate requested. It is the responsibility of the APPLICANT/SUBSCRIBER, once established as the certificate holder, to carry out the proper use of his/her certificate in accordance with its purpose and with the applicable legislation. It is the responsibility of the relying third parties to verify the suitability of the certificate, its validity and any limitations of use.

Certificates should not be used on control equipment intended for use in hazardous situations or where a malfunction would pose a danger to human life or valuables. Any use in these contexts exempts the Digital Trust Service Provider from liability.

EADTrust incorporates in the certificate information about the limitation of use, in standardized fields in the attributes "Key usage", "Extended Key Usage".

Failure to comply with this clause shall entitle the CA to revoke the certificate and to claim compensation for damages caused by the breach, including lost profits and consequential damages.

#### **SIXTH - AVAILABILITY OF THE OCSP/CRL SERVICE**

EADTrust provides an ancillary service to the issuance of certificates, OCSP and CRL query, at no cost to the APPLICANT and to THIRD PARTIES TRUSTING the certificates issued by EADTrust who wish to verify the validity and status of the certificate until its expiration.

The request and/or consultation of the Certificate status is available 24 hours a day, 7 days a week and 365 days a year as indicated in the CPS.

#### **SEVENTH - REVOCATION OF THE CERTIFICATE**

Revocation may be requested by the SUBSCRIBER/ APPLICANT at any time, especially when he/she

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considers that some of the causes for revocation defined in the specific policy and in the Declaration of Certification Practices (DPC) are present. This can be requested through the website: <https://eadtrust.eu/solicitud-de-revocacion/>, or by sending an email to [autoridadregistro@eadtrust.eu](mailto:autoridadregistro@eadtrust.eu) following the procedures described in the EADTrust CPD.

### **EIGHTH. DELIVERY AND ACCEPTANCE OF THE CERTIFICATE**

The APPLICANT will make sure to inform EADTrust, at the time of submitting the application, of the exact e-mail and telephone data, without errors. As well as any change in any of them, in order to carry out the delivery of the certificate and the installation codes. If changes are not reported prior to issuance of the certificate, EADTrust will not be liable for loss, damage or misuse of the certificate or its installation codes. The EADTrust CA will deliver or forward the qualified certificate in the format indicated in the APPLICATION.

Once the certificate has been delivered, the APPLICANT has 14 calendar days to confirm that the certificate is correct or request its revocation and refund of the fee paid. The term begins to count from the moment the e-mail with the certificate has been sent to the APPLICANT. Once this period has elapsed, it will be understood that the certificate has been accepted.

It is understood that the certificate has been delivered when it has been sent to the e-mail address provided in the APPLICATION and an automatic message of non-receipt or return has not been received. Also when confirmation of receipt is received by the APPLICANT. If during this period, the APPLICANT makes use of the certificate, EADTrust will understand that the certificate has been accepted and will not proceed to refund the fee paid, although if the holder wishes to revoke the certificate.

EADTrust is not responsible for the documents and acts performed with the certificate by the APPLICANT in the period between the issuance and the termination of the service, even if it is due to withdrawal.

The APPLICANT expressly accepts the certificate by confirming and assuming the accuracy of its contents, with the consequent obligations arising therefrom towards EADTrust or any third party who in good faith relies on the contents of the Certificate, under the CPD, the specific policies and practices for each certificate and the applicable law.

In case there is any difference between the data provided to the CA and the content of the Certificate, or the defect is detected, this must be immediately communicated to the CA so that it may proceed to its revocation.

### **NINTH - RESPONSIBILITIES**

EADTrust shall be solely liable to the APPLICANT/SUBSCRIBER for the correct execution of the certificate issuance service contracted under this Agreement, both in its initial issuance phase and during its validity. Therefore, any claim related to the operation of the certificates should be addressed to EADTrust at [autoridadregistro@eadtrust.eu](mailto:autoridadregistro@eadtrust.eu).

EADTrust shall not be liable for any damages arising from or related to the non-execution or defective execution of the obligations of the certificate holder, nor for the incorrect use of the certificates and keys, nor for any indirect damage that may result from the use of the certificate or the information provided by the CA, in particular, loss of profits, loss of income or orders or loss of data, not giving rise to any right to compensation.

EADTrust shall not be liable for any inaccuracies in the certificate resulting from the information provided by the certificate holder, provided that it has always acted with the utmost due diligence. EADTrust will not be responsible for the content of those documents digitally signed or encrypted with the certificates it has issued.

EADTrust will not be responsible for the correct functioning of its certificates with third party applications or services, and for damages generated by the impossibility of use with such applications or services.



Nor will EADTrust be liable for damages or failures in computer equipment or data for reasons not directly attributable to the use of the certificates or the installation of the certificate, and when the Certificate Owner does not act with the necessary diligence.

EADTrust shall not be liable for any failure to perform or delay in the performance of any of the obligations under the CPD and the specific policies and practices for each type of certificate, if such failure to perform or delay results from or is the consequence of force majeure, acts of God or, in general, any circumstances over which the CA cannot reasonably control, including but not limited to: natural disasters, war, state of siege, disturbances of public order, transport strike, power and/or telephone blackout, computer viruses, deficiencies in telecommunications services, security breaches of the certification system or any damage resulting from an event caused by an unforeseeable advance in technology.

Whatever the cause for which EADTrust may be held liable, the indemnity claim shall not exceed, except in the event of gross negligence or willful misconduct, the amount provided for in the EADTrust Insurance Policy depending on the type of event.

#### **TENTH. - PROTECTION OF PERSONAL DATA**

In compliance with the provisions of Regulation (EU) 679/2016 General Regulation on the Protection of Personal Data (hereinafter the GDPR), you are informed that your personal data will be processed by EADTrust (hereinafter AC) in its capacity as data controller. The personal data are the minimum necessary and are collected for the purpose of managing the provision of the service of issuance and revocation of certificates. The legal basis for the processing is the execution of this service contract in accordance with Article 6.1 b) of the General Data Protection Regulation. EAD Trust will only use this data for sending information or commercial communications if the data subject has given his consent to do so.

Personal data that may be processed during the provision of these services, may be retained for a minimum period of 15 years, as established by Law 6/2020 of 11 November, regulating certain aspects of electronic trust services and Regulation (EU) eIDAS, Articles 28, 38 and 45 respectively.

EADTrust informs you that it may transfer your personal data to collaborating entities in the provision of this service, who will act as Data Processors and will guarantee the security and privacy of the data and the information associated with them. The APPLICANT will be previously informed about the transfer of his/her data to third parties and his/her express consent will be obtained.

No profiles are made with the data collected, nor are automated decisions made based on them. Nor will international data transfers be carried out.

EADTrust also informs you that, in case of requesting the reference service by telephone, your voice may be recorded during telephone conversations with the Registration Authority (RA) or Certification Authority (CA), in order to allow a secure processing of the request for issuance or revocation of certificates. Prior to the recording, you will be provided with the basic data protection information stipulated in the GDPR and your express consent will be sought. The personal data collected in this way will be incorporated into the register of processing activities for which EADTrust is responsible.

EADTrust also informs you that, in case of requesting the reference service by telephone, your voice may be recorded during telephone conversations with the staff of the Registration Authority (RA) associated with the Certification Authority (CA), in order to allow a secure processing of the request for issuance or revocation of certificates. Prior to the recording, you will be offered the basic data protection information stipulated in the RGD and your express consent will be sought. The personal data collected in this way will be incorporated into the register of processing activities for which EADTrust is responsible.

Exceptionally, EADTrust may perform additional actions to verify the identity of the APPLICANT, through verification and authentication of identity by video conference or video recording directly. In these cases, the APPLICANT will be previously informed and his/her consent will be sought for this additional verification. In no case shall this be used as the only means of identification or identity validation.

The APPLICANT may exercise the rights under Articles 12-22 of the GDPR and obtain additional information on how we treat their personal data by consulting our Privacy Policy available on the website: <http://eadtrust.rgpd.de/>.

#### **ELEVENTH. - MODIFICATIONS**

EADTrust may modify the GENERAL AND PARTICULAR TERMS AND CONDITIONS documents, as well as the CPD and the specific policies and practices or any of its clauses under the terms provided therein, by notifying the SUBSCRIBER/ CERTIFICATE HOLDER, when the change directly affects its rights and obligations, 15 days in advance, and must explain, in any case, to the SUBSCRIBER/BELIEVER the reasons for such decision.

THE SUBSCRIBER/SOLICITOR may choose between the termination of the Contract or the novation of the same in accordance with the new terms. SUBSCRIBER/APPLICANT shall have a maximum of 15 days from the date of such communication to inform EADTrust of the acceptance of the subrogation or of the modifications made.

However, if after this period EADTrust has not received written communication to the contrary from SUBSCRIBER/APPLICANT, the subrogation and the modifications made shall be deemed to have been accepted.

#### **TWELFTH. - TERMINATION OF THE CONTRACT**

Failure to comply with the stipulations contained in the TERMS AND CONDITIONS of service or in the CPS, policies and practices by either party shall be grounds for termination of this Agreement. In such a case, the non-breaching party shall be entitled to terminate the Contract with immediate effect. In the event of non-compliance by the APPLICANT, EADTrust has the right to revoke the certificate and shall not be liable for any damages that may arise.

EADTrust has the right to justifiably revoke the Certificate prior to the expiration date. When the revocation is unjustified, EADTrust will attend to those APPLICANTS/Subscribers who request in writing a compensation within three months from the date of revocation and will assess its appropriateness, proceeding, if necessary, to its payment. This compensation shall not exceed the amount paid by the APPLICANT/SUBSCRIBER for obtaining the affected Certificate.

THE SUBSCRIBER/ APPLICANT may freely terminate this contract at any time by giving 30 days written notice. However, such termination shall not entitle the SUBSCRIBER to a refund of the amounts paid for obtaining the Certificate.

If the exercise of the rights of opposition, or cancellation of the personal data would hinder the provision of the services object of this contract, EADTrust shall be entitled to terminate this contract.

#### **THIRTEENTH - APPLICABLE LAW AND COMPETENT JURISDICTION**

EADTrust provides certificate issuance and revocation services in accordance with the provisions of Regulation (EU) 910/2014 eIDAS, Law 6/2020 of November 11, regulating certain aspects of electronic trust services.

The service of issuance and revocation of qualified certificates of EADTrust is governed by the provisions of this document of TERMS AND CONDITIONS of the service, The CPD and the specific policies and practices applicable to the type of certificate stated in the header. All of them under the protection of Spanish and European regulations on electronic signatures (especially Regulation (EU) 910/2014 eIDAS, and in everything that does not contravene it in Law 6/2020, of November 11, regulating certain aspects of electronic trust services, in accordance with which its content must be interpreted.

In all matters not provided for in these TERMS AND CONDITIONS, Spanish civil and commercial law shall apply. In the event of any discrepancy between the parties in relation to the interpretation or fulfillment of these Terms and Conditions, the CPD or the Specific Policies and Practices, the parties shall first attempt to resolve it amicably between themselves.



If the parties do not reach an agreement in this regard, either party may submit the dispute to the civil jurisdiction of the courts of Madrid, unless a law determines another jurisdiction, in accordance with the applicable rules of jurisdiction.