

TIME STAMP SERVICE GENERAL AND SPECIFIC CONDITIONS CONTRACT No. CC01-01/2022 dated: 02/02/2022

This contract establishes both the **GENERAL CONDITIONS**, mandatory for all **APPLICANTS** of the **QUALIFIED AND NON QUALIFIED TIME SEALING** service of **EADTrust**, **European Agency of Digital Trust S.L.** (hereinafter **EADTrust**) and the **PARTICULAR CONDITIONS** specific to the **APPLICANT** of the service. (hereinafter EADTrust) as the specific **SPECIFIC CONDITIONS** applicable to the **APPLICANT** of the service. 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 visà-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 headquartered in Madrid (Spain) at Calle Méntrida, 6, (CP 28043), recognized in the <u>Census of Qualified Certification</u> <u>Service Providers</u>; under the provisions of <u>Regulation (EU) n ° 910/2014 of the European Parliament</u> and of the <u>Council</u>, of 23 July 2014. The qualified and non-qualified time-stamping services provided by EADTrust, have been deployed in flexible Cloud Computing environments to ensure the provision of time-stamping in high demand contexts.

The qualified time stamping service may be provided using advanced signatures, which may or may not be based on qualified certificates in accordance with the eIDAS Regulation. EADTrust provides in its qualified time-stamping service the possibility to use both types of certificates. The time stamp profiles have been designed to comply with PKIX RFC 3161 and 3628 recommendations and international standards established in ETSI, in particular ETSI EN 319 422.

The contractual documents and the specific policies and practices governing this SERVICE are available on the website: <u>https://eadtrust.eu/documentos-vigentes/</u>.

You can contact the EADTrust time stamping authority through the following e-mail address info@eadtrust.eu, or at its head office in C/ Méntrida, 6, 28043 Madrid-Spain. Also, by the telephone numbers available on the website.

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

DETAILS OF THE REQUESTED SERVICE

Quantity of stamps to	Type of Service
be purchased	Requested
Total Price	Variants of the requested service

APPLICANT DATA (Natural Person)

Application	Γ	Date	
Number			
Name	S	Surname	
Identity document	Document Number		Nationality
Postal Address			
City	Postal Code		Country
e-mail address	0	Cell phone	



TIME STAMP SERVICE SUBSCRIBER DATA (Legal entity)

Name and Surname of the legal representative of the legal person/administrative authority Business name of the		Position of the legal representative of the legal entity/administrative authority Physical address	
legal entity/ Name of the administrative authority		of the legal entity/ Administrative Authority	
eMail		NIF/CIF/VAT	
Created by virtue of			
Appointment of Public Representative/Employee by		Date of appointment	
Alternative contact details for sending communications and	Alternative Mobile Phone:		
notifications related to the service.	Alternative Email:		

The costs of the time-stamping service are in Euros. The costs of international transfers are to be borne by the Applicant/Subscriber who manages the payment of the service.

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 the APPLICANT does not agree with any clause, do not continue the contracting process. If the APPLICANT has any questions regarding these TERMS AND CONDITIONS, before signing, please send an email to <u>info@eadtrust.eu</u> with your inquiry.

Signature TIME STAMP AUTHORITY

APPLICANT'S Signature

For EADTrust, Mr. Julian Inza Aldaz

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GENERAL CONDITIONS OF THE QUALIFIED AND NON-QUALIFIED TIME STAMP 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 time-stamping service that is concluded between EADTrust, European Agency of Digital Trust S.L (EADTrust), Qualified Trust Service Provider and the person requesting the service, the (APPLICANT/SUBSCRIBER).

SECOND - CHARACTERISTICS OF THE SERVICE

2.1. Types of date and time stamping

EADTRUST offers the following types of date and time stamps:

- Date and time stamping based on RFC 3161 protocol and RFC 3628 policy. **Non-qualified service**, with deployment in high-performance Cloud-ICT environment and possibility of customization.
- Date and time stamping based on RFC 3161 protocol and RFC 3628 policy and qualified service standards ETSI EN 319 421 and ETSI EN 319 422. **Qualified service**, with deployment in own infrastructure environments.

2.2. Service options

- EADTRUST offers, in accordance with the particular conditions, the following service options:
 - Accuracy of the date and time stamp, which by default will be one (1) second.
 - Custody and publication of the stamp produced.
 - The hash algorithms supported are those of the SHA-2 family.
 - Time stamp reconciliation and attestation system.

The timestamp profiles conform to the following standards:

- ETSI EN 319 422 Electronic Signatures and Infrastructures (ESI); Time-stamping protocol and time-stamp token profiles.
- ETSI EN 319 422 Electronic Signatures and Infrastructures (ESI);. Time-stamping protocol and time-stamp token profiles.
- IETF RFC 3161: Internet X.509 Public Key Infrastructure Time-Stamp Protocol (TSP).
- IETF RFC 3628: Policy Requirements for Time-Stamping Authorities (TSAs).
- XML Timestamping Profile of the OASIS Digital Signature Services Version 1.0. OASIS Standard. 11 April 2007.

2.3. Time sources

The time source used in the EADTRUST systems is provided by a high precision system synchronized with the GPS and Galileo satellite constellation. There is a contingency option that foresees the synchronization with the time reference of the Real Instituto y Observatorio de la Armada in San Fernando (Cádiz), through the Time Section, which is accessible through the NTP service.

This organism has among its missions the maintenance of the basic unit of Time, declared for legal purposes as National Standard of this unit, as well as the maintenance and official dissemination of the



scale of "Coordinated Universal Time", considered for all purposes as the basis of the legal time throughout the national territory, according to Royal Decree 1308/1992 of October 23rd.

All the systems that constitute the EADTRUST Public Key infrastructure are synchronized in date and time. The intranet time source system can be configured based on the NTP or PTP protocol, although the accuracy required in conventional environments is 1 second. The internal accuracy of the source is derived from that provided by the satellite constellation:

- GPS. US Naval Observatory established an atomic time scale, called GPS Time, whose unit
 of measurement is the international atomic second. Satellite time is maintained, on each
 satellite, by two or four atomic clocks. The satellite clocks are monitored by tracking stations
 and Earth control centers that occasionally readjust them to keep each clock within GPS Time.
- Galileo is the European satellite radio navigation and positioning program developed by the European Union (EU) in conjunction with the European Space Agency. This program provides the European Union with a technology that is independent of the U.S. GPS and the Russian GLONASS. Galileo provides a highly accurate time reference.

Time-stamping tokens are time-stamped with EADTrust TSU certificates, issued under the EADTrust Certification Hierarchy. The validity of the qualified time-stamping oriented certificates is stated in the certificates themselves.

The best practices policy for time-stamp is identified and referenced in ETSI OID 0.4.0.2023.1.1.

The Trusted Service Provider has established different OIDs for the different types of time-stamps issued (qualified and non-qualified). It has also established three environments (Pre-production, production and test) with their corresponding OIDs to facilitate the implementation of the service.

Likewise, time stamp requests will be made to the corresponding endpoint, which varies depending on the certificate used to sign the hash (Non qualified, qualified without HSM and qualified with HSM).

The OIDs and endpoints are presented below:

1. The Qualified Timestamp OIDs and endpoints are:

Environement	URL	Certificate used	<u>OID</u>
TSU Preproducción	https://saturno-tsa.eadtrust.eu/qtnqc	No Cualificado	1.3.6.1.4.1.501.2.2.5
TSU Preproducción	https://saturno-tsa.eadtrust.eu/qtqc	Cualificado No HSM	1.3.6.1.4.1.501.2.2.5
TSU Preproducción	https://saturno-tsa.eadtrust.eu/qtqc-hsm	Cualificado HSM	1.3.6.1.4.1.501.2.2.5
TSU Producción	https://cronos-tsa.eadtrust.eu/qtnqc	No Cualificado	1.3.6.1.4.1.501.2.2.1
TSU Producción	https://cronos-tsa.eadtrust.eu/qtqc	Cualificado No HSM	1.3.6.1.4.1.501.2.2.1
TSU Producción	https://cronos-tsa.eadtrust.eu/qtqc-hsm	Cualificado HSM	1.3.6.1.4.1.501.2.2.1
TSU Test	https://tempus-tsa.eadtrust.eu/qtnqc	No Cualificado	1.3.6.1.4.1.501.2.2.3
TSU Test	https://tempus-tsa.eadtrust.eu/qtqc	Cualificado No HSM	1.3.6.1.4.1.501.2.2.3
TSU Test	https://tempus-tsa.eadtrust.eu/qtqc-hsm	Cualificado HSM	1.3.6.1.4.1.501.2.2.3

(ETSI-EN-319-421 REQ 8.1)

2. Los OIDs y endpoints del Sello de Tiempo **no cualificado** son:

Environment TSU Preproducción TSU Producción TSU Producción (AWS) TSU Test TSU Test	URL https://saturno-tsa.eadtrust.eu/nqtnqc https://cronos-tsa.eadtrust.eu/nqtnqc https://eon-tsa.eadtrust.eu/nqtnqc https://tempus-tsa.eadtrust.eu/nqtnqc	Certificate used No Cualificado No Cualificado No Cualificado No Cualificado	OID 1.3.6.1.4.1.501.2.2.4 1.3.6.1.4.1.501.2.2.0 1.3.6.1.4.1.501.2.2.0 1.3.6.1.4.1.501.2.2.2 1.3.6.1.4.1.501.2.2.2
TSU Test (AWS)	https://jano-tsa.eadtrust.eu/nqtnqc	No Cualificado	1.3.6.1.4.1.501.2.2.2

(ETSI-EN-319-421 REQ 8.2)



This OID tree is identified by the name of the EADTrust identity management platform SPRITEL (Secure Platform for Registered Identities and Trusted Electronic Ledger) base of the EADTrust Registration Authority.

The time-stamping service has the following particularities:

EADTrust has defined a validity period of four (4) years for the certificates with which the timestamping's covered by this Agreement are signed. The certificate data described in the Timestamping Policy in force can be checked through a standard RFC 3161 request to EADTrust's own TSU, or by checking EADTrust's TSA certificate in the TSL (Trusted List) enabled by the Spanish supervisory body at the following e-mail address: https://sede.minetur.gob.es/prestadores/paginas/inicio.aspx.

The timestampings issued by EADTrust expire at the same time as the certificates; however, the client may retain evidence of the validity of the signing certificate at the time the timestamp is made, in order to extend the useful life of the latter. An example of this is the use of LTV "long time validation" signatures.

EADTrust can issue testimonials for timestamping's issued at any time.

Parties relying on EADTrust certificates may verify their validity and purpose at the following email addresses

- <u>ocsp.eadtrust.eu</u>
- <u>crl.eadtrust.eu</u>

The declared accuracy for TSU synchronization with UTC is 1 second, thus complying with the requirements set forth in the European standard ETSI EN 319 421. Therefore, EADTrust TSA Qualified Time Stamping Service will not issue any qualified electronic time stamp, during the period of time in which there could be a mismatch of more than 1 second between the TSU clocks and the indicated time sources.

EADTrust aims for 100% service availability but this is not guaranteed. EADTrust offers service support levels as defined in Annex I of this Agreement, which forms an integral part of this Agreement. The choice of support level will be tailored to the Customer's needs and will be set out in the relevant agreement.

EADTrust will inform the Customer 30 days in advance of any downtime required for technical maintenance of the Service. This will require the customer to provide a technical contact to ensure immediate communication and feedback.

EADTrust commits to perform the minimum maintenance actions necessary to guarantee the continuity and quality of the service; as well as to execute them in the shortest possible time, at times with the least impact on the customer's operations.

EADTrust TSA records and archives significant events necessary to verify the activity of this trusted service for a period of not less than fifteen (15) years, in accordance with applicable legislation. However, audit records related to this service shall be retained for a period of ten (10) years.

In compliance with the provisions of Regulation (EU) 910/2014 eIDAS, the timestamp service offered by EADTrust has been audited by an accredited Conformity Assessment Body (CAB) and the certificate in force can be checked on the website <u>www.eadtrust.eu</u> And in the corresponding documents of the qualified services.



THIRD. OBLIGATIONS OF THE SUBSCRIBER

3.1. Personnel responsible for the execution of the procedures

The Subscriber undertakes to appoint one or more persons at his service, called "Service Managers", who will act as interlocutors with EADTRUST in all matters relating to the time and date stamping service.

The Service Managers shall, in particular, be responsible for the proper set-up of the Subscriber's systems for the execution of time stamping requests and shall act as the Subscriber's technical contact with EADTRUST.

Those responsible for the service will also be in charge of requesting, installing and managing, if applicable, the certificate(s) of access to the service issued by EADTRUST.

3.2. Obligations of correct use

Subscriber shall use the time stamping service provided by EADTRUST, including the service access certificate(s) issued to Subscriber, exclusively for the uses authorized in the Time Stamping Policy, unless otherwise expressly stated in writing by EADTRUST.

Initial timestamp may be requested for any type of document, electronically signed or not, and for any type of digital object, including executable code, guaranteeing the existence of such contents at the date indicated in the timestamp.

Stamps may also be requested on previously issued stamps (resealing).

Likewise, the subscriber is obliged to use the date and time stamping service, in accordance with these general conditions, the particular conditions that may be applicable, and any other instruction, manual or procedure provided by EADTRUST to the subscriber.

In any case, the Subscriber is obliged to verify the correctness of the date and time stamps issued by EADTRUST, by checking the electronic signature of EADTRUST and the correspondence between the document for which the stamp was requested and the stamp obtained.

3.3. Prohibited/Limited Transactions

The timestamp are not designed, intended or authorized for use in hazardous situation control equipment or for uses requiring fail-safe performance, such as the operation of nuclear facilities, airborne navigation or communications systems, or weapons control systems, where failure could directly lead to death, personal injury or severe environmental damage.

All legal, contractual or extra contractual liabilities, direct or indirect damages that may arise from limited and/or prohibited uses are borne by the subscriber.

In no event shall the Subscriber or any third party claim any compensation or indemnification from EADTRUST for any damages or liability arising from the use of the Timestamp for the limited and/or prohibited uses.

FOURTH. EADTRUST'S OBLIGATIONS

EADTRUST is obliged to issue date and time stamps in accordance with validly received requests, complying with the conditions and requirements established in the stamping policy, being the only entity responsible for compliance with the procedures described in this policy, even when part or all of the operations are outsourced externally.

The maximum period from the receipt of a date and time stamping request and the delivery of the stamp shall not be longer than that established in the particular conditions.

FIFTH. OBLIGATIONS OF RELYING PARTIES



Parties who voluntarily rely on EADTrust's timestamp services assume the following obligations:

- a) to verify that the timestamp has been properly signed and that the private key used to sign the timestamp has not been compromised up to the time of verification;
- b) b) When the certificate has expired or lost validity due to revocation, the certificate shall verify whether the date of revocation or expiration is after the date of issuance of the timestamp.
- c) That the cryptographic function used to obtain the timestamp is still secure.
- d) The length of the cryptographic Key and the electronic signature algorithm are still standard practice.
- e) Any limitations on the use of the time stamp indicated in the relevant certification policy and practices or set forth in applicable law.
- f) Ensure that reliance on electronic time stamps issued by the Qualified Time Stamping Service is restricted to appropriate uses (see EADTrust TSA Time Stamping Service Policy and Practices).
- g) Verify that the electronic time stamp is properly stamped with the certificate used by the TSU.
- h) Verify the validity of the certificate used by the TSU belonging to the Time Stamping Authority issuing the electronic time stamp, ensuring that it has not expired.
- i) Determine that the electronic time stamp provides sufficient guarantees for the intended use.

SIXTH. GUARANTEES

6.1. EADTRUST's Warranty for Time Stamping Services

EADTRUST only warrants to Subscriber, at the time of issuance of a timestamp, that:

EADTRUST has not originated or introduced false or erroneous statements in the information of any date and time stamp, or failed to include required information provided and verified by the subscriber.

All time and date stamps meet the formal and content requirements of EADTRUST's time stamping policy.

EADTRUST has complied with the procedures outlined in its time-stamping policy.

EADTrust has financial mechanisms in place to guarantee its services and for this purpose has taken out liability insurance to support its business. However, EADTrust will only be liable for deficiencies in its procedures as a trusted service provider and in accordance with the provisions of its Policy Statement and the specific practices of the qualified time-stamping service.

In no event shall be liable for any actions or losses incurred by service applicants, user entities, if any, third parties involved, which are not due to errors attributable to EADTrust in the issuance of electronic time stamps.

EADTrust TSA will not be liable to persons whose behavior in the use of electronic time stamps has been negligent and shall be considered for these purposes and, in any case, as negligence, non-compliance with the provisions of the Statement of Qualified Time Stamping Service Policy and Practices, and in particular, the provisions of the sections referring to the obligations and liability of the parties.

EADTrust shall not be liable for any failure to perform or delay in performance of any of the obligations under the CPD and the specific policies and practices for each type of service, if such failure to perform or delay results from or is the consequence of force majeure, acts of God or, in general, any circumstance over which the CA/TSA 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 telecommunication 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 S.L. may be held liable, the indemnity claim may not exceed, except in the case of gross negligence or fraud, the amount provided for in the EADTrust Insurance Policy depending on the type of event that occurred.

In the event of termination of the activity of the trust service provider, EADTrust S.L. shall be governed by the provisions of the legislation in force. For these purposes, EADTrust S.L. will inform the service users with whom it has the corresponding service provision contract in an appropriate manner and with sufficient advance notice.

6.2. Warranty Exclusions

EADTRUST does not warrant any Software used by Time Stamp Subscriber to request, verify or otherwise use any time stamp issued by EADTRUST, except where there is a written statement by EADTRUST to the contrary.

SEVENTH. SUBSCRIBER'S LIABILITY

The Subscriber shall be liable to any person for any breach of its obligations and in particular the activity as a registration entity under the terms of these general terms and conditions.

The subscriber is responsible for all electronic communications authenticated by means of a digital signature generated with its private key, when the certificate has been validly verified by means of the mechanisms and conditions established by EADTRUST.

As long as the notification established in section 3.6 of these general conditions does not occur, the responsibility that may arise from the unauthorized and/or improper use of the time stamps corresponds, in any case, to the subscriber.

EIGHTH. PLACE OF PROVISION OF THE ACTIVITY

The qualified Time Stamping service will be provided through the TSA Madrid, deployed in EADTrust's facilities.

EADTrust contemplates in its qualified time stamping service the possibility of using different types of certificates (non-qualified, qualified without HSM, qualified with HSM). Depending on the type of certificate selected, the endpoints to which requests will be directed will vary.

The organization commits to greater security guarantees regarding the management of the certificates used in its TSU and in its management.

EADTrust will provide the Non qualified Time Stamping service, through the TSA Dublin deployed in Cloud. This service has high presumptions of technical veracity, as it is managed in the same way as the qualified services.

In addition, the possibility of consuming the service from the EADTrust DPC in Madrid will also be offered. The use of the TSU in Madrid reduces latency times, but does not have the elastic capacity of the TSU Dublin.

NINTH. PRICE OF THE SERVICES

The price of the time-stamping service, which will include the consideration for the EADTrust services associated to it, is defined in the offer subscribed by the APPLICANT when making the corresponding request on site or through the platform enabled by EADTrust for that purpose.

TENTH. MODIFICATIONS

TSA may modify this Agreement; as well as the CPS and the specific policies and practices or any of its clauses under the terms provided herein, by notifying the APPLICANT, when the change directly affects its rights and obligations, 15 days in advance, explaining, in any case, to the APPLICANT the reasons for



such decision.

THE APPLICANT may choose between the termination of the Contract or the novation of the same in accordance with the new terms. The APPLICANT shall have a maximum of 15 days from the date of such communication to inform the CA of the acceptance of the subrogation or of the modifications made. However, if after this period the CA has not received written communication to the contrary from THE APPLICANT, the subrogation and the modifications made shall be deemed to have been accepted.

ELEVENTH. DATA PROTECTION

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 time-stamping service. The legal basis for the processing is the performance of this contract for the provision of services 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 provided that the data subject has consented to this.

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.

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

EADTrust also informs you that, if you request the referral service by telephone, your voice may be recorded during telephone conversations with the TSA, in order to allow secure processing of the request in a timely manner. 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.

The APPLICANT may exercise the rights under Articles 12- 22 of the GDPR and obtain additional information on how we process your personal data by consulting the information available on the website: http://eadtrust.rgpd.de/.

TWELFTH. TERMINATION OF THE CONTRACT

Failure by either party to comply with the provisions contained in this Agreement and/or the CPD, policies and practices 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. Non-compliance by the APPLICANT shall entitle TSA to revoke the time-stamping service irrespective of any damages it may claim.

APPLICANT may freely terminate this Agreement at any time by giving 30 days written notice. In any case, such termination shall not entitle to a refund of the amounts paid for obtaining the service.

If the exercise of the rights of opposition, or cancellation of the data set forth in Stipulation Eight of this document hinders the provision of services under 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.

In the event that the APPLICANT/SUBSCRIBER or an interested third party has any disagreement with respect to the service offered by EADTrust, he/she may file the corresponding complaint, for which purpose he/she must follow the procedure described below:

In case of a complaint from the user or an interested third party, he/she may send his/her complaint to the e-mail: <u>info@eadtrust.eu</u> or by mail; providing a copy of his/her identification; as well as all the documents and all the information that he/she considers appropriate to support his/her complaint.

The CA of EADTrust will send within 48 hours by the same means of communication used by the applicant, a substantiated response report.

The time limit defined above may be extended if the resolution of the complaint is complex. This extension will be communicated to the user.

In case the user is not satisfied with the resolution of the complaint. The user may file a request for an appeal to the General Management of EADTrust. To do so, the user should only communicate via e-mail to <u>info@eadtrust.eu</u>, indicating in the subject line that it is an appeal, or by post. For the resolution of appeals, the procedure described above will be followed.

Complaints addressed to EADTrust will be handled directly in an attempt to reach an agreement to resolve the incident or, if applicable, to verify if it is a coverage included in the insurance.

The activity of EADTrust is governed by Spanish Law and by the Courts of Madrid, unless the user is a consumer, which will result in the application of consumer protection regulations.

FOURTEENTH. SOLE AGREEMENT

This contract and the documents to which it refers constitute the entire agreement between EADTrust and the APPLICANT. On the subject matter hereof, and supersedes, cancels and renders null and void any other oral or written agreement on the same subject matter reached by the parties prior to the date of signature of this agreement.