

*The General Terms and Conditions for the provision of Trust Services through an electronic channel of BORICA AD contain all the terms and conditions of the Trust Services Contract. You may agree with them, by marking the check box in front of the text "I agree with the General Terms and Conditions" in the relevant electronic channel.*

## **GENERAL TERMS AND CONDITIONS for the Provision of Trust Services by BORICA AD**

**Art. 1.** (1) The Provider shall provide to the Customer against consideration trust services for issuance, maintenance and management of qualified/advanced electronic signature/seal or website authentication certificates, hereinafter referred to as Qualified Certificates, and other certification, information, and consulting services, in accordance with the published Tariff of BORICA, the provisions of these General Terms and Conditions and the applicable legislation. The services that are subject to these General Terms and Conditions of the Trust Services Contract are provided through an electronic channel of BORICA.

(2) The services provided under these General Terms and Conditions are trust services within the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and certification services for electronic transactions in the internal market and repealing Directive 1999/93/EC (Regulation 910).

(3) An application for any of the services referred to in Art. 1, paragraph 1, shall be made by means of a statement of the Customer, sent through an electronic channel for requesting services.

(4) The Policy for Provision of Qualified Certificates for Advanced Electronic Signature/Seal by BORICA AD, the Policy for Provision of Website Authentication Certificates by BORICA AD, the Practice Statement for Provision of Qualified Certificates and Trust Services, the Information on the Owner of Personal Data, and the Provider's Tariff for Provision of Trust Services are an integral part of these General Terms and Conditions. The current version of the documents referred to in this paragraph can be found on the following website: <https://www.b-trust.bg/documents>.

(5) On the website referred to in paragraph 4, the Provider shall publish:

- the range of services offered;
- instructions for using the services.

**Art. 2.** (1) The Provider shall request information and documents necessary for the provision of the Services in order to identify the Signatory and to verify the information provided by the Signatory when processing the request for the provision of a Service.

(2) The Provider may notify the competent authorities in case of reasonable suspicion of illegal actions performed by the Customer during or in connection with the provision of the Services.

**Art. 3. (1)** The Provider undertakes:

1. to establish the Signatory's identity in an indisputable manner, using the means permitted by law, in accordance with art. 24, paragraph 1 of Regulation (EU) 910/2014, as well as the power of representation of the Signatory in relation to the Customer, in cases where this is necessary for the provision of the Service;
2. pursuant to Art. 24, paragraph 2, point "f" of Regulation (EU) 910/2014, according to which the Trust Service Provider shall use trustworthy systems to store the data provided to it in a verifiable form so that the authenticity of the data can be verified in an "indisputable manner", the Parties to these General Terms and Conditions agree that the expression "indisputable manner" shall include making a copy of the Signatory's identity document and keeping it for the period of time specified in Art. 21, paragraph 3 of the EDETSA, in conjunction with Art. 24, paragraph 2 of Regulation (EU) No. 910/2014. The Provider shall identify the Customer by checking the primary registers for the accuracy of the data and the validity of the identity document presented;
3. to inform the Customer of any additional conditions for the use of the Services;
4. to grant access to the means of using the Services only to the Signatory;
5. not to store unencrypted data relating to the means of access to the Services;
6. to take immediate action to suspend or terminate access to the Services upon establishing relevant grounds for doing so and in compliance with applicable law and the provisions of these General Terms and Conditions;
7. to inform the Customer immediately of any circumstances relating to:
  - the suspension/termination of the use of any Service included in the scope of this document;
  - any breach of security or other malicious acts against the services provided, or the personal data stored, which may cause damage to and/or have adverse effects on the Customer;
  - termination of its business as a Trust Service Provider, if it intends to do so. Notice must be given at least four months before the intended date of termination.
8. to issue a new certificate to the Customer in the event of errors and/or omissions in the certificate issued, without payment of any fee, unless the errors and/or omissions are the result of incorrect, incomplete, or inaccurate data provided by the Customer;
9. in the case of services provided by means of a hardware device, to deliver it personally or by courier service to the Signatory or to a person expressly authorized by the Signatory;
10. to publish on the website indicated under Art. 13, paragraph 2, a current version of the documents referred to in Art. 1, paragraph 4 of these General Terms and Conditions;
11. to ensure the implementation of technical and organizational measures related to the protection of the security of the services provided;

12.to ensure the lawful processing of personal data in accordance with Regulation (EU) № 679/2016 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

**Art. 4.** (1) The Customer undertakes:

1. to provide the Provider with accurate and complete information that uniquely identifies the Signatory and the Customer and does not infringe the rights of any third party to any trade name, trademark, domain name or other intellectual property right;
2. to verify the accuracy of the content of the certificate within 3 days of its issuance and to notify the Provider immediately of any discrepancy between the information provided and the content of the certificate;
3. to notify the Provider immediately in the event of a breach of security of the technical means for the remote generation of the key pair and of the technical means, software and communication used;
4. to confirm the accuracy of the data and to send an electronic request for the issuance of a certificate;
5. to request the Provider to immediately suspend or terminate a certificate or the use of a service within the scope of this document. In this case, the Provider shall not be liable for any refund, in whole or in part, of the payment for the use of the services;
6. to notify the Provider immediately of any changes in the information and circumstances provided at the time the services were requested or the certificate was issued, and to request the immediate termination of the services or the certificate. In this case, the Provider shall not be liable for any refund, in whole or in part, of the payment for the use of the services;
7. to use the services subject to these terms and conditions only with licensed software;
8. to comply with the provisions of these Terms and Conditions for trust services, the documents referred to in Art. 1, paragraph 4, and the applicable law;
9. to pay the agreed price.

(2) The Signatory undertakes:

1. in compliance with the measures referred to in Art. 24, paragraph 2, letters “f” and “g” of Regulation (EU) 910/2014 and in order to prevent any unauthorized use of the services by a person claiming to be the Signatory, to provide the Provider with a copy of his/her identity document in electronic or paper format.
2. if a personal identification code (PIN) is provided for access to the services, to change the code before using the services;
3. to protect the means of access to the services in a manner that protects them from compromise, loss, disclosure, alteration, and unauthorized use. The Signatory is personally and solely responsible for the confidentiality and integrity of the means of access to the services. Any use of the means of access to the services shall be deemed to be an act of the Signatory;

**Art. 5.** (1) The Provider shall not be liable to the Customer, the Signatory and any third relying party for any damages caused by the failure of the Customer and/or the Signatory to comply with the obligations and responsibilities set forth in Art. 5 of the General Terms and Conditions for the Issuance of a Certificate.

(2) The Provider shall not be liable to the Customer or any third relying party in the event of:

- the inability to perform its obligations under these Terms and Conditions due to technical problems (in the equipment or telecommunications) beyond the control of the Provider, including physical damage, blocking or inability to access a smart card or a reader;
- inappropriate authorization of a person to control the means of access to the services;
- failure to comply with the security requirements established by the Provider, including the use of non-authentic software on the device, and use of a device with reduced security, regardless of the reason;
- security breaches in systems and connections outside of the control of the Provider;
- occurrence of damages resulting from the use of the Services in a manner that exceeds the limitations of which the Customer has been informed in advance about with these Terms and Conditions;

(3) The Customer shall be liable to the Provider for all damages and loss of profits suffered by the Provider as a result of the Customer's failure to perform its obligations. The Customer shall be jointly liable for any failure of the Signatory to perform its obligations to the Provider under paragraph 4 of this article of these Terms and Conditions.

(4) The Signatory shall be liable to compensate the Provider for all damages and loss of profits suffered by the Provider as a result of the Signatory's failure to perform its obligations under these Terms and Conditions and applicable law.

**Art. 6.** (1) The prices of the services requested are set forth in the Tariff of Services (the Tariff), available on the Provider's website: [www.b-trust.bg](http://www.b-trust.bg). Payment of amounts due shall be made by payment card or bank transfer.

(2) When paying with a credit or debit card:

- By completing the order of the product(s) on the online store, the Customer confirms that he/she is an authorized user of the credit/debit card being used - i. e. that he/she is the legitimate cardholder according to a contract with the card issuer or that he/she is expressly authorized by the legitimate cardholder to use the card.

- All credit/debit card holders are subject to validation and authorization checks by the respective card issuer; in case the issuer refuses to authorize the payment initiated to BORICA for the price of the ordered goods/services, the latter has not been made.

- The transaction currency for payment by payment card is Bulgarian Lev (BGN).

(3) When paying by bank transfer, the bank account is IBAN BG72UNCR75271059563024, BIC code UNCRBGSF, Commercial Bank UniCredit Bulbank.

(4) If the amounts due are paid by a bank transfer, the date of payment shall be the date on which the Provider's account is credited.

**Art. 7.** (1) The Contract shall terminate:

1. upon the dissolution of the legal entity of the Provider, provided that the business has not been transferred to another Trust Service Provider;
2. upon dissolution of the legal entity of the Customer without legal succession, or in case of the deregistration from the Commercial Register of a Customer who is a sole proprietor, or in case of death of the Customer – natural person;
3. in the event of bankruptcy or liquidation proceedings being instituted against the Provider;
4. in the event of Force Majeure, in which case the parties shall duly notify each other;
5. in the event of Customer's failure to comply with the obligations set out in these Terms and Conditions;
6. under the hypothesis of Art. 10, paragraph 2;
7. by order of a competent authority;
8. in the cases provided for by law.

(2) The Provider may, at its sole discretion, limit the term of validity of these Terms and Conditions to the expiration date of the certificates issued or services requested at a particular time.

(3) Upon termination under the terms of paragraph 1, any issued certificate(s) or use of services shall be terminated.

**Art. 8.** By agreeing to these Terms and Conditions, the Customer declares that:

- it is aware of the Provider's registration as a Trust Service Provider;
- it has been informed by the Provider of the terms and conditions of issuance and use of the certificates, including the limitations on their effectiveness, and of the procedures for filing of complaints and resolving disputes;
- is aware of the conditions for using smart cards other than B-Trust®, and in case of their use, the Provider shall not be responsible for the quality and reliability of the trust services provided;
- all information provided to the Provider in the course of the issuance of the certificates is true, accurate and complete, and that it shall promptly notify the Provider upon the occurrence of any change in the information provided or contained in the issued certificate;
- is aware of the provisions of the applicable legislation and the applicable documents of

the Provider for the provision of qualified trust services;

- is familiar with the content of the documents referred to in Art. 1. Paragraph 4;
- willingly gives his/her consent for a copy of his/her identity document to be made in electronic or paper form and kept by the Provider for the period referred to in Art. 21, paragraph 3 of the EDETSA, in compliance with the measures taken by the Provider pursuant to Art. 24, paragraph 2 of Regulation (EU) 910/2014 to prevent any unauthorized use of the services.

**Art. 9.** (1) This document may contain special conditions that take precedence over the documents referred to in Art. 1, paragraph 4.

(2) Any amendments to the documents referred to in Art. 1, paragraph 4 shall be effective from the time of their publication on the website referred to in Art. 12, paragraph 2. In the event of disagreement with the amendments to the documents referred to in Art. 1, paragraph 4, the Customer shall be entitled to terminate this relationship.

(3) The invalidity of one or more provisions of these Terms and Conditions shall not affect the validity of the remaining provisions. In case of invalidity of one or more provisions, the existing legislation shall apply.

(4) The Provider is entitled to send unsolicited commercial communications to the Customer, who is in a commercial capacity, in order to provide information and advertising regarding its own or other commercial companies' goods and/or services, to make inquiries on various matters, to conduct surveys, etc.

**Art. 10.** (1) These General Terms and Conditions are effective and binding on the Customer from the moment of their acceptance by the Customer by electronic expression of will.

(2) Amendments to these General Terms and Conditions and to the documents referred to in Art. 1, paragraph 4 shall enter into force 30 days after their publication on the website referred to in Art. 12, paragraph 2. If the Customer does not unilaterally terminate the relationship between the publication of the amendments and their entry into force, the Customer shall be deemed to have accepted the amendments.

(3) The parties shall settle all disputes in connection with the application of these General Terms and Conditions amicably and in good faith, and if this proves to be impossible – in accordance with the provisions of the Code of Civil Procedure.

**Art. 11.** (1) For all matters not provided for, the provisions of existing legislation shall apply.

(2) The documents referred to in Art. 1, paragraph 4, are available to the Customer at the website (URL) <http://www.b-trust.bg> with a possibility of printing them, and the Provider undertakes to provide the Customer with such access for the entire duration of the Contract.

**Art. 12.** For the purposes of interpreting the General Terms and Conditions, the terms listed below shall have the following meanings:

1. **BORICA AD** means a company registered in the Commercial Register, maintained by the Registry Agency, under UIC 201230426 with its seat and registered office at address: 41, Tsar Boris III Blvd., Krasno Selo district, city of Sofia 1612, phone: 0700 199 10, e-mail address office@borica.bg, certified for compliance with Regulation (EU) 910/2014, providing qualified trust services, entered in the national trusted list of qualified trust service providers, kept by the Telecommunications Regulatory Commission (TRC), as part of the overall trusted list of all EU Member States. BORICA AD is an entity registered under the Law on the Value Added Tax and a personal data controller under the Law on Personal Data Protection.
2. **Electronic Document** means any content stored in electronic form, in particular text or sound, visual or audiovisual recordings.
3. **Qualified Trust Service Provider (Provider)** means BORICA AD.
4. **CUSTOMER** means a legal entity that has concluded a contract with the Provider for the use of trust services provided by the PROVIDER. If the Customer is an individual, he/she is a Signatory within the meaning of section 5 below.
5. **Signatory** means a natural person who is a direct user of the services.
6. **A Fortuitous event** is a circumstance of an extraordinary nature, unforeseeable at the time of the conclusion of the Contract, which makes the provision of the services objectively impossible.
7. **Website** means a reserved space in the World Wide Web, accessible through its uniform address (URL) using protocol HTTP, HTTPS or other standardized protocol and containing files, programs, text, sound, picture, image or other materials and resources.
8. **Malicious** acts are actions or omissions that violate Internet ethics or cause harm to persons connected to the Internet or any associated networks, sending unsolicited mail (unsolicited commercial messages, spam, junk mail), flooding communication channels, gaining access to resources using someone else's rights and passwords exploiting vulnerabilities in the systems for personal gain or to obtain information (hacking), engage in activities that may be classified as industrial espionage or sabotage, damage or destroy systems or data arrays (cracking), send 'Trojan horses' or cause the installation of viruses or remote control systems, disrupt the normal operation of other users of the Internet and the associated networks or engage in any other activity that may be classified as a crime or an administrative violation under the Bulgarian law or any other applicable law.

**These General Terms and Conditions shall come into force from 01.07.2023**