

General Terms and Conditions of the Agreement on Electronic Identification and Certification Services

Version 1.0

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1. General Overview

1.1. Information about BORICA AD

BORICA AD is a commercial company, registered in the Commercial Register and the Register of Non-Profit Legal Entities at the Registry Agency, with UIC 201230426, headquartered at 41 Tsar Boris III Blvd., Sofia, VAT No. BG201230426, with the website: www.borica.bg, e-mail: office@borica.bg, phone: 0700 199 10.

1.2. Supervisory Authorities

Consumer Protection Commission (CPC)

The CPC exercises full control over compliance with the Electronic Commerce Act and the Consumer Protection Act.

Address: 4A Slaveykov Square, Floors 3, 4, and 6, 1000 Sofia, Bulgaria

Phone: +359 2 980 25 24

Fax: +359 2 988 42 18

Hotline: 0700 111 22

Website: www.kzp.bg

Communications Regulation Commission (CRC)

The CRC is the national supervisory authority in the Republic of Bulgaria, exercising powers under Regulation (EU) No 910/2014, Regulation (EU) 2024/1183 of the European Parliament and of the Council, and the Electronic Identification and Trust Services Act (EIDAS). Pursuant to Article 32 of the EIDAS, the CRC grants qualified status to providers of trust services, monitors compliance with security requirements, and creates, maintains, and publishes the national trusted list of persons providing trust services and qualified trust services

1.3. Definitions

For the purposes of these General Terms and Conditions, the following terms shall have the meanings indicated below:

- **Electronic sales channel** – a platform for ordering and paying for products and services through an online store, the B-Trust Mobile app, or the My B-Trust client portal.
- **User** – an adult natural person or legal entity entering into a purchase contract to acquire a specific service or product under these General Terms and Conditions.
- **Product/Service** – any product made available for purchase through an electronic sales channel.
- **Purchase Agreement** – a distance contract concluded in compliance with these General Terms and Conditions and applicable law.
- **Applicable law** – all laws and secondary legislation relevant to the use of electronic sales channels (Consumer Protection Act, Electronic Commerce Act, Obligations and Contracts Act, Commercial Act, etc.).

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- **Supervisory authorities** – any state authorities exercising control or regulatory functions over distance commerce via internet platforms, including but not limited to: CPC, Competition Protection Commission, Personal Data Protection Commission, etc.
- **Delivery** – actual handover of the ordered and paid goods.
- **Payment** – transfer of funds to purchase a product or service via an electronic sales channel in accordance with payment terms and applicable law

2. General Provisions

These General Terms and Conditions govern the relationship between BORICA AD on the one hand and CLIENTS—users of BORICA AD's electronic sales channels—on the other, hereinafter referred to as "Users." BORICA AD has the right to collect and use information regarding Users to the extent necessary for the execution of the contract concluded under these Terms and Conditions. Each Client is obliged to familiarize themselves with these Terms and Conditions before concluding a contract and using any services covered by these Terms and Conditions.

These Terms and Conditions apply to all Users of BORICA AD's trust services and electronic identification services, who are automatically bound to comply with the conditions described below.

Information by which a User can be identified may include names, phone numbers, addresses, e-mails, as well as any other information voluntarily provided when requesting a service. It also includes any information entered, used, or provided by the User when requesting or using the services offered by BORICA AD.

BORICA AD may disclose personal data to third parties only in cases provided by law or with the express consent of the Users. By clicking a virtual button labeled "Agree" or another equivalent text with the legal force of written confirmation, the User makes an electronic statement under the Electronic Document and Electronic Trust Services Act, declaring that they have read, accept, and undertake to comply with these General Terms and Conditions.

By accepting these General Terms and Conditions, the User agrees that communication with them will be conducted via the email address and mobile phone number provided during registration, and that communication from BORICA AD may be made through a QERDS provided by the TRUST SERVICE PROVIDER, according to the service policy and practices. Any message successfully sent to the specified email, mobile number, or via the qualified electronic registered mail service shall be deemed duly delivered without the need for acknowledgment of receipt.

3. Customer Service

3.1. Services Provided by BORICA AD

These Terms and Conditions apply to the relationship between BORICA AD and Clients in the provision of the following trust services, as applicable:.

- **Qualified Certificate for Qualified Electronic Signature (QES)**

A qualified certificate for a qualified electronic signature is issued to establish the authorship of a natural person – the Holder – and has the legal effect of a handwritten signature.

➤ **Certificate for Advanced Electronic Signature (AdES)**

The advanced electronic signature certificate is not generated using a qualified signature creation device and does not use the highest level of security offered by qualified signing devices.

➤ **Qualified Certificate for Qualified Electronic Seal**

A qualified certificate for an electronic seal is issued only to a legal entity (Seal Creator) and may be used to ensure the origin and integrity of data issued by the legal entity.

➤ **Certificate for Advanced Electronic Seal**

The advanced electronic seal certificate is not generated using a qualified signature creation device and does not use the highest level of security offered by qualified signing devices.

➤ **Qualified Certificate for PSD2**

This certificate is intended for use in fulfilling the requirements of the Payment Services Directive (PSD2).

➤ **Website Authentication Certificate for an Organization**

This certificate confirms the ownership of the website and verifies the existence of the organization indicated as the website's holder.

➤ **Website Authentication Certificate for a Domain**

This certificate verifies the ownership of the domain by the entity requesting it.

➤ **Electronic Identification via Mobile Application**

BORICA AD, upon request of a Client who is a natural person, collects identification data sufficient to identify the Client before a specific relying party and verifies its accuracy and authenticity using legally permissible means according to Regulation (EU) No 910/2014.

➤ **Electronic Identification via Web Interface**

Similar to the mobile application service, BORICA AD collects and verifies identification data for Clients using a web interface.

➤ **Electronic Authentication**

The Client of the electronic authentication service is the natural person identified before the relying party. During the service, a structured document containing the Client's identification data is created, sufficient for identification before the relying party.

➤ **Qualified Electronic Registered Delivery Service (QERDS)**

This service is based on technology enabling the sending of QERDS from mobile application to mobile application, from mobile application to API and back, as well as from mobile application to a specialized portal and back. Successfully sent messages are considered securely and properly delivered according to Regulation (EU) No 910/2014.

3.2. Service Request

Depending on the manner in which the services are requested and/or used by the Clients, the General Terms and Conditions are provided and made available in a readable format as follows:

- When concluding a contract with BORICA AD at an office or at a Local Registration Office of BORICA AD, the General Terms and Conditions are provided to the Client on paper.
- When concluding a contract with BORICA AD electronically through a communication channel other than the Electronic Store or mobile application, the General Terms and Conditions are provided to the Client on a durable medium by sending them as an attachment via email to the address indicated by the Client.
- When concluding a contract for services requested remotely through a mobile application and/or Electronic Store, the General Terms and Conditions signed by the Client and BORICA AD are available for download in the respective mobile application or sent to the email address provided by the Client.

3.3. Services Requested Remotely

1. Through the B-Trust Mobile application installed on a smart device;
2. Via the BORICA AD Electronic Store;

For services provided through the BORICA AD Electronic Store that do not require a separate contract between the Client and BORICA AD, the General Terms and Conditions have the force of a contract. In all other cases, the General Terms and Conditions are an integral part of the contract concluded between the parties.

BORICA AD provides the services and guarantees the Consumer rights stipulated by law within the framework of good faith, established practices, consumer or commercial law criteria, and conditions. Electronic statements made by Consumers in the store are assumed to be made by the persons indicated in the data provided by the Consumers.

The User and BORICA agree that all statements between them regarding the conclusion and execution of a purchase and sale contract may be made electronically and through electronic statements within the meaning of the Electronic Document and Electronic Trust Services Act and Article 11 of the Electronic Commerce Act.

4. Features of Electronic Sales Channels

To use the services through the B-Trust Mobile application, the User must first agree to the terms and conditions of the mobile application and perform the steps described below:

- Have a device that allows the installation and proper functioning of the respective version of the mobile application;
- Ensure the device used has internet connectivity sufficient to use data transfer services at a speed that allows functional access to the internet;

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- Ensure the device has mobile network connectivity sufficient to use mobile services.

After installing and launching the mobile application on the device, the User reviews and accepts the Terms and Conditions of the mobile application and confirms that they have read the applicable Policies, Contract, and Tariff. This constitutes a request to BORICA AD to take actions to provide services through the mobile application.

Services provided through the mobile application include:

- **Cloud Qualified Electronic Signature** – a qualified service acting as a handwritten signature, with which the Client signs documents and identifies themselves online;
- **B-Token** – Clients request and receive the B-Token service through their bank, used for remote payment transactions, account access, or signing in cases not requiring a qualified electronic signature. This service is non-qualified and provided by a third party (bank or other institution), which sets the usage conditions.
- **Remote Identification** – used for non-face-to-face identification of the Client to verify their identity when providing services.
- **Electronic Identification** – the process of providing electronic data to identify individuals uniquely, either physical persons or legal representatives. The process is certified for an equivalent level of assurance.
- **QERDS** – a trust service enabling data exchange between third parties electronically, providing evidence of the sender and receiver's identity, and the time of sending and receiving the data.

For each operation requiring confirmation by the Client, the application sends a push notification. The confirmation may be carried out through biometric authentication, a personal code, or a QR code scanner.

The application may be used on an unlimited number of mobile devices. The services available through the application are described in the Policies and Practices for the provision of the respective service.

The Electronic Store is available at: <https://store.borica.bg>, through which Users may request a service and delivery of the products offered by the Electronic Store, including:

- To make electronic statements in connection with the conclusion or execution of contracts through the interface of the Electronic Store webpage, accessible on the Internet;
- To make payments in accordance with the payment methods supported by the Electronic Store;
- To review the services, their characteristics, prices, and delivery terms;
- To be informed of their statutory rights, primarily through the interface of the Electronic Store webpage;
- To exercise the right to withdraw from a distance contract for goods offered by the Provider, where the right of withdrawal is applicable.

5. Conclusion of Contract

Different services may be requested in different ways, as not every method of request provides the possibility to request each service. Requesting a service and concluding a contract requires secure identification of the Client in accordance with the security level required for the specific service and the acceptance of these General Terms and Conditions by the Client. The

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PROVIDER is entitled to automatically collect all necessary data for the purposes of providing electronic identification and certification services in accordance with Articles 2–4 of the Electronic Governance Act from the primary data administrators during the verification process.

Before requesting a service, the Client is obliged to review all Policies and Practices applicable to the respective service. By requesting a service, the Client accepts these General Terms and Conditions.

The procedure for requesting a certification service at a BORICA AD office requires the physical presence of the Client, when the Client is a natural person, or the presence of a legal representative or duly authorized proxy with notarized power of attorney, when the Client is a legal entity.

For certain services, BORICA AD provides the possibility of concluding a contract via an Electronic Channel. The Client declares his intention to order and purchase a Product and/or Service by placing an Order electronically, which is registered by the Client himself. BORICA will send a notification to the Client confirming the registration of the Order in its system, which constitutes a prerequisite for the conclusion of a contract.

The sales contract concluded between the Client and the Seller consists of these General Terms and Conditions, as well as an individual contract for specific products and services, where such is required by law.

6. Method of Payment

BORICA AD provides the services in accordance with the prices set in the tariff for the use of services, available through the electronic sales channels. The tariff of each service is available on the website of the respective service.

For goods delivered by courier, the delivery cost is determined and indicated separately from the price of the goods.

The User may pay the amount of the ordered goods and services by choosing one of the listed payment options.

6.1. Payment in Cash at a Sales Office

In this case, payment is made in cash or by payment card (credit/debit card) at a sales office.

6.2. Payment via Virtual POS Terminal (with a Payment Card)

To make a payment using a payment card, the following conditions must be met:

- The payment card must support online transactions.
- When paying by payment card (credit or debit), the BORICA payment page will open, and the User must enter the card details used for the payment.

*******Important information regarding payment by payment card (credit or debit):**

1. *By completing the order of goods from the online store, the User confirms that he/she is an authorized user of the credit/debit card being used – i.e., that he/she is the legitimate cardholder under a contract with the card issuer or has been explicitly authorized by the legitimate cardholder to use the card.*
2. *All credit/debit cardholders are subject to verification and authorization checks by the respective card issuer; if the issuer refuses to authorize the initiated payment for the ordered goods/services to the Company, the payment is not deemed completed.*
3. *The transaction currency for payment by payment card is Bulgarian Lev (BGN).*

6.3. Bank Transfer Payment

For this purpose, the User must make a bank transfer to the account of BORICA AD. The order will be fulfilled immediately after receipt of the bank transfer.

IBAN: **BG72UNCR75271059563024**

BIC: **UNCRBGSF**

Bank: **UniCredit Bulbank**

Reason for payment: **Order number**

6.4. Refund Policy

BORICA may arrange a partial or full refund of the amount paid by the User for a purchase made by bank transfer or payment card, if the User has exercised the right to return all or part of the product/service to BORICA, or for another reason (e.g., duplicate payment, payment without delivery) requiring the refund of amounts to the User for products/services paid through BORICA's electronic channel.

Apart from the above option, each User may contact their payment service provider (maintaining their payment account or issuing their payment card) for assistance in resolving problematic issues and situations related to payments ordered in connection with products/services covered by these General Terms and Conditions.

7. Rights of the User

7.1. Right of Withdrawal

In accordance with the applicable consumer protection legislation in the European Union, where the Client qualifies as a consumer within the meaning of the consumer protection legislation and the contract is concluded at a distance or outside the trader's premises, the User has the right, within 14 days from the date of conclusion, to withdraw from the contract without compensation, penalty, or obligation to state a reason.

The User must return/send back to BORICA AD the Products/Services without undue delay and in any case no later than 14 days from the date on which the User has notified BORICA AD of their withdrawal from the distance contract. The deadline is considered met if the User sends or hands back the Goods (hardware carriers) before the expiry of the 14-day period.

If the User wishes to withdraw from the contract, they must inform BORICA AD of their decision in writing or by electronic message sent to office@borica.bg before the expiration of the 14-day period from the contract conclusion date. If the User requests that the services begin before the withdrawal period has expired, the Client must make an explicit request to that effect. In such cases, if the Client exercises the right of withdrawal after having requested the commencement of service provision before the expiry of the withdrawal period, they shall pay a proportional amount for what has actually been provided until the moment of exercising the right of withdrawal.

In the case of issuing a one-time certificate for a cloud-based qualified electronic signature, the service is provided fully and immediately, and the User loses the right of withdrawal once the requested certificate has been issued.

8. Obligations of the User

1. The User agrees to comply with the conditions regarding the specifics of the services as well as with any policy adopted by BORICA AD intended to protect or improve the quality and reliability of the services.
2. The User provides the necessary technical equipment, software, access to mobile services, and data transmission services through a mobile network required for using the services.
3. The User undertakes to comply with these General Terms, the contract, and the applicable legislation when using the services.
4. The User undertakes to promptly notify BORICA AD of any case of violation committed or detected during the use of the services.
5. The User undertakes to provide accurate, truthful, and complete information required under these General Terms, the Policies and Practices, and applicable law during their registration and identification.

9. Rights of BORICA AD

1. BORICA AD reserves the right unilaterally to change the prices announced in the Tariff, in compliance with the applicable legislation. Price changes do not affect services already paid for by the User.
2. BORICA AD may unilaterally amend these General Terms, bringing each amendment to the attention of clients no later than 30 days before its entry into force.
3. BORICA AD reserves the right to suspend access to the provided services.
4. BORICA AD has the right, but not the obligation, at its discretion, to delete information resources and materials published in electronic sales channels.

10. Consumer Protection

The provisions of this section of these General Terms apply to Users who, based on the data provided for the conclusion of a distance sales contract through an electronic sales channel, can be deemed to be consumers within the meaning of the Consumer Protection Act, the

Electronic Commerce Act, and/or Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights.

1. BORICA AD undertakes to exercise due diligence to ensure the User's normal access to the services provided.
2. BORICA AD undertakes that the services provided shall not infringe third-party copyrights or license rights.
3. All prices offered through electronic sales channels include all applicable taxes.
4. BORICA AD shall explicitly state the delivery terms of individual goods in the company's e-shop.
5. BORICA AD shall indicate the total value of the order for all items included in it.
6. If the User exercises the right of withdrawal, BORICA AD is obliged to refund in full the amounts paid by the User no later than 14 calendar days from the date the User exercised the right of withdrawal.

11. Disputes and Complaints

The competent authority for consumer issues and disputes is the Consumer Protection Commission, as specified in section 1.2 of these General Terms.

Users may also use the European Online Dispute Resolution (ODR) platform, available at <http://ec.europa.eu/odr> – a single access portal allowing consumers and traders in the EU to resolve disputes arising between them. Alternative Dispute Resolution (ADR) represents an out-of-court reconciliation procedure on a voluntary basis.

General conciliation commissions assist in reaching an agreement between consumers and traders. If no agreement is reached between the parties, the dispute shall be referred to the competent Bulgarian court.

In addition to the above, complaints regarding the use of services provided by BORICA AD shall be reviewed following the submission of written information to: Sofia, 41 Tsar Boris III Blvd., or by email: office@borica.bg, tel.: 0700 199 10.

The complainant shall receive a response within 1 (one) month after receipt of the complaint, unless another response period is expressly provided for by applicable legislation. This period and procedure do not apply to disputes, complaints, and requests related to the processing of personal data. Such requests shall be considered in accordance with the applicable Privacy Policy and within the time limits and requirements of Regulation (EU) 2016/679 and applicable legislation

12. Termination of Relations

The contractual relationship between BORICA AD and the User shall terminate in the following cases:

- upon liquidation, dissolution, or declaration of bankruptcy of either party to the contract;
- by mutual written agreement of the parties;

- unilaterally, with notice by either party in the event of non-fulfillment of obligations by the other party;
- in case of objective impossibility of either party to perform its obligations;
- upon exercise of the right of withdrawal under the Consumer Protection Act.

13. Intellectual Property

All intellectual property rights over materials and resources placed on the electronic sales channels (including available databases) are protected under the Copyright and Related Rights Act, belong to BORICA AD or to the respective person who has transferred the right of use to BORICA AD, and may not be used in violation of applicable law.

Nothing in the distance contract between BORICA AD and the User grants the User the right to copy, distribute, publish, provide to third parties, or otherwise modify any part of the content of BORICA's electronic channel, including, but not limited to, the content of trademarks, logos, multimedia content of the platform, or product/service descriptions, including by inserting external content or removing ownership marks of BORICA.

In case of copying or reproducing information beyond the permissible use, as well as any other infringement of intellectual property rights over BORICA's resources, BORICA AD is entitled to claim compensation for the direct and indirect damages suffered in full.

These General Terms enter into force on 21.10.2024.