



B-TRUST MOBILE APPLICATION

GENERAL TERMS AND CONDITIONS OF USE

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GENERAL TERMS AND CONDITIONS OF USE – B-TRUST MOBILE

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GENERAL TERMS AND CONDITIONS OF USE – B-TRUST MOBILE

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GENERAL TERMS AND CONDITIONS OF USE – B-TRUST MOBILE

I. PURPOSE OF THE DOCUMENT

These General Terms and Conditions set out the use of qualified certification services provided by BORICA AD as a trust service provider and authentication service provider, accessed through the B-Trust Mobile application, hereinafter referred to as "the Application", in favor of the user, hereinafter referred to as "the Customer".

These General Terms and Conditions are an integral part of the Contract for Trust Services and Electronic Identity Services, provided through a mobile application or any other contract, which expressly states that these General Terms apply.

For services provided through the application, which do not require a contractual relationship between the Customer and BORICA, the General Terms have the power of a contract.

II. INSTALLATION AND USE OF THE APPLICATION

To use the Services provided through the Application the Customer needs a mobile device with features allowing its installation. The Customer must have functional access to the Internet and connectivity of the mobile device with a mobile network allowing the use of mobile services, including receiving and sending short text messages (SMS).

Installation and methods of work with the Application for using the qualified certification services available through it are described in detail in the document "Installation guide for the B-Trust Mobile Application".

The services provided via the mobile application include:

- Cloud qualified electronic signature – a qualified service with the same legal value as the handwritten signature for signing documents and customer online identification.
- B-Token – a service provided to Customers through their bank for remote payment transactions, access to accounts or for signing in cases when qualified electronic signature is not required. The service is not qualified and is provided through a third party (bank or other institution), which provides B-Token and determines the conditions of its use.
- Remote identification - used for the purposes of non-presence identification of Customers in order to establish their identity when providing services.

For each operation requiring confirmation by the Customer, the application sends push notification. Confirmation can be done through biometric authentication, personal code or QR code scanner.

The Application can be used on multiple mobile devices. The services available through the application are described in the Certificate Policies and Certification Practice Statements for providing the respective service.

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III. OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER

The Customer undertakes to comply with the contract and applicable law.

The Customer agrees to adhere to the conditions set by the Provider in connection to the provision of services.

- The Customer undertakes to provide his or her accurate data to the Provider related to and required by the services provided via the application.
- The Customer is obliged to notify the Provider in case of changes in the information provided.
- The Customer is obliged not to use the Application and the certificates available through it in case of compromise or suspected compromise of the PIN or loss of control over the device.
- The Customer undertakes to keep the PIN for the Application and not provide it to third parties. The Customer is solely responsible for the consequences resulting from using the PIN.
- The Customer may withdraw from a Contract for a specific service provided through the Application within 14 days of its conclusion by a unilateral written statement or by a statement in electronic form.

The use of the Application is voluntary. The Provider shall not be liable for damages suffered by the Customer as a result of using the Application.

By accepting these General Terms and Conditions, the Customer expressly agrees that by providing a cloud qualified electronic signature by the Provider and/or other service provided through the Application, the right of withdrawal will expire, as the Services will be considered provided.

IV. LIMITATIONS OF PROVIDER'S LIABILITY

BORICA shall not be liable for:

- Services provided by third parties and requiring use of services through the Application;
- Provision of services available through the Application in circumstances beyond the control of the Provider – including but not limited to: accidental events, force majeure, problems in the Internet or provision of services beyond the control of the Provider.
- Unauthorized interference to the work of the Application;
- Damages suffered and loss of earnings as a result of termination, suspension or modification of the services provided through the Application;
- Non-provision or worsened quality of services due of performance of tests or preventive actions, in case the Provider has notified the Customer in advance by publishing information in the Application.

V. TERMINATION OF SERVICES

BORICA reserves the right to suspend the provision or to migrate the contents of the Application to another platform.

BORICA reserves the right to suspend or temporarily limit the services in case of suspicion that the Customer is in violation of applicable law.

The Customers may terminate the use of the services by deactivating their account and/or by cancelling or deactivating a specific service through the respective menu in the Application. Uninstalling the application from a mobile device does not terminate the Contractual relationship between the Customer and the Provider, in case a contract has been concluded for the services.

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VI. PROTECTION OF PERSONAL DATA

With regard to the provision of services for which personal data is required, BORICA stores, uses and processes the information submitted by customers upon registration. Customers identify themselves by name, Personal No., e-mail, mobile phone number, electronic copies of an identity document, recording of a video conference call if necessary, as well as any other information provided voluntarily.

The terms and conditions for processing personal data are specified in the document "Information about the owner of personal data according to GDPR", published on the Provider's website.

BORICA stores information about the type of device used, the number of electronic requests and of the operating system.

Depending on the supported functionalities of the device on which the Application is installed, biometric data can be used. The application does not store biometric data and does not send them upon transaction confirmation by the customer.

VII. MANNER OF PAYMENT

BORICA provides the Services available through the Application in accordance with the Tariff, published on the website of the Provider.

The prices for the use of the Services are paid to BORICA by the Customer or by a Relying Party, according to the agreements between them.

When using the B-Token service, the financial conditions (if any) are settled between the Customer and a third party, issuer of B-Token.

VIII. INTELLECTUAL PROPERTY RIGHTS AND TRADEMARKS

The rights over all materials and resources, including the databases provided through the B-Trust Mobile Application are subject to Copyright and Neighboring Rights Act, they belong to BORICA and cannot be used in violation of applicable law.

The right of access to the B-Trust Mobile Application of the Customer does not include the right to use, copy, reproduce, modify, display, publish, distribute, store, and transmit intellectual property objects in any form, unless it is a negligible amount of information intended for personal use, provided that the legitimate interests of the authors or other property rights holders are not unduly harmed, and is carried out for non-commercial purposes.

BORICA collects and processes information for the purposes of conclusion and execution of the Contract, and registration with B-Trust Mobile for execution of the Provider's statutory obligations, including identification of the Customer, verification and proof of his or her identity to validate the electronic statements made by the Signatory.

The trademarks, service marks and logos ("Trademarks") contained in the Application are the property of BORICA or third party partners. The User may not use, copy, modify, reproduce, publish, display, distribute them without the prior written consent of the Provider or the respective partner.

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IX. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions may be unilaterally amended by the Provider in order to comply with changes occurring in the applicable law, with new, supplemented or modified services.

When making amendments to these General Terms and Conditions, the Provider shall inform the Customer within 7 days by posting them on: www.borica.bg or <https://www.b-trust.bg> or by publishing a notification about the change of the General Terms and Conditions, which contains the text of the amendments or an electronic link to the website, on which the amended General Terms and Conditions are located. The Provider shall provide the Customer with a sufficient period, but not less than one month, to get acquainted with the amendments the General Terms and Conditions. If, after the expiry of the period granted to him, the Customer continues to use the Application and the services accessible through it, he or she is considered bound by the amended General Terms and Conditions.

X. CONTACT INFORMATION

Websites: www.borica.bg, www.b-trust.bg

E-mail: support@borica.bg

Phone: 0700 199 10 at the price of one local call for VIVACOM landlines.

Mobile: *9910 at the price of a call in the respective mobile network, according to the customer's tariff plan.