



Electronic  
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TERMS AND CONDITIONS OF THE VIDEO-IDENTIFICATION PROCESS AND  
ISSUANCE OF SHORT-TERM CERTIFICATES

04/04/2022

Version 1.1



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**ELECTRONIC IDENTIFICATION, S.L.** (hereinafter referred to as "EID"), whose registered address is located at Avenida Ciudad de Barcelona 81, 4ª Planta, registered in the Public Registry of Commerce on March 13<sup>th</sup>, 2013, with ID number B-86681533, (hereinafter referred to as "EID"), is a Qualified Provider of Trust Services, which acts in accordance with the provisions of Regulation (EU) 910/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL dated July 23<sup>rd</sup>, 2014 regarding electronic identification and trust services for transactions electronic systems within the internal market, thus repealing Directive 1999/93 / EC, as well as the ETSI technical standards applicable to the issuance and management of qualified certificates, mainly EN 319 411-1 and EN 319 411-2, in order to facilitate compliance with legal requirements and international recognition of its services.

**On the other hand, the SUBSCRIBER or APPLICANT**, whose identification data for the purposes of this Agreement are included in the Identification Document used and, in the video, generated as a result of the video-identification and Certificate Issuance process.

## **1. OBJECT**

The purpose of this document is to inform the Applicant/Subscriber in a clear and understandable form of the current *"Terms and Conditions of the video-identification process and issuance of short-term certificates"*, and to regulate the services in accordance with the terms provided in this document, the *Certification Practices Statement*, the *eIDAS Regulation* and *local regulation that may be applicable*.

This prior identification process is necessary to accredit the identity of the Applicant/Subscriber, who requests eID to issue a qualified certificate of electronic signature of natural person of short duration ("Certification Services"), a certificate subject to the conditions of the Electronic Certification service provided by eID as a Qualified Trust Service Provider described below.

**The SUBSCRIBER acknowledges and assumes that the reading and acceptance of this document by checking the checkboxes will be considered a simple electronic signature.**

## **2. DEFINITIONS**

**CERTIFICATION AUTHORITY (CA):** trusted entity of the sender and the receiver of the message. This trust of both in a 'trusted third party' allows either to trust in turn the documents signed by the Certification Authority, in particular the documents that identify each public key with its corresponding owner and are called certificates. In providing the Service requested by the Subscriber, EID will act as the Certification Authority relating a given public key to a given Subscriber through the issue of a Certificate.

**REGISTRATION AUTHORITY (RA):** entity that, among other functions, uniquely identifies the applicant for a certificate and, where applicable, the other circumstances associated with the certificate in accordance with the provisions of section 1.3.2. The Registration Authority provides the Certification Authority with the verified details of the applicant in order for the Certification Authority to issue the corresponding certificate. Any or all of the RA's own functions may be assumed either directly by EID or by any entity authorized by EID.

**ELECTRONIC SIGNATURE CERTIFICATE:** an electronic statement that links the validation data of a signature to a natural person and confirms, at least, the name or pseudonym of that person.

**QUALIFIED ELECTRONIC SIGNATURE CERTIFICATE:** an electronic signature certificate that has been issued by a qualified trust service provider and meets the requirements set out in Annex I of EU Regulation 910/2014 of 23 July 2014 (eIDAS Regulation), offering the highest legal guarantees in terms of identification of the signatory and its linking to the signature in a unique way, integrity and non-repudiation of the data as they are linked to the signature.

**CERTIFICATION PRACTICES STATEMENT ("CPS"):** this is a document drawn up by a Certification Authority that includes or regulates the provision of certification services by said Certification Authority in its capacity as Certification Service Provider, in this case, EID. It regulates, among other things, the management of the Signature creation and verification data and of the Certificates, the conditions applicable to the request, issue, use, suspension and termination of the validity of the Certificates.

**QUALIFIED ELECTRONIC SIGNATURE:** an advanced electronic signature that is created by means of a qualified electronic signature creation device and is based on a qualified electronic signature certificate.

**QUALIFIED TRUST SERVICE PROVIDER:** a trust service provider that provides one or more qualified trust services and has been granted qualification by the supervisory body.

**SUBSCRIBER OR APPLICANT:** the natural person identified in the header who contracts the EID certification services and who, prior to the issuance of the qualified certificate, applied for and successfully completed the EID video-identification Process.

### **3. TERMS AND CONDITION OF THE VIDEO-IDENTIFICATION PROCESS**

The Identification Process of the Applicant for the Identification Services provided by EID for the issuance of electronic certificates shall be carried out by one of the following means, in accordance with Article 24.1 eIDAS:

- a) in the presence of the natural person or an authorized representative of the legal entity, for which the Applicant must go to the EID offices at Av. De la Ciudad de Barcelona, 81, 4, 28007 Madrid, given that there are no delegated Registration Authorities.
- b) Remotely, using electronic identification means, for which the presence of the natural person or of an authorized representative of the legal person has been ensured prior to the issuance of the qualified certificate, and in accordance with the video-identification process referred to in this document and the Certification Practice Statement, accessible through the following link <https://www.electronicid.eu/2349872340897/pki>
- c) by means of a qualified electronic signature certificate or a qualified electronic seal issued in accordance with point (a) or (b)
- d) using other nationally recognized methods of identification that provide security equivalent in terms of reliability to physical presence. Equivalent security shall be confirmed by a conformity assessment body.

#### **3.1. IDENTITY VALIDATION BY ELECTRONIC MEANS AND DESCRIPTION OF THE VIDEO-IDENTIFICATION PROCESS**

The video-identification Process (hereinafter referred to as the "Video-identification Process" or the "Process") is a method of real-time unattended remote video identity verification, which is provided through eID's proprietary suite of software libraries, REST application interfaces and Web applications (the "Application"), which implements, supports and records the entire process of registering a person and enables the validation of identity documents remotely via video recording. This video captures and validates the identity document in real time and in an automated manner (approximately 10-20 seconds), which is carried out by EID through its qualified human Agents who, as verification operators acting as Registration Authority, are in charge of accrediting the identity.

### **3.1.1. General Information on the Video-identification Process**

The Applicant enters the Application and the interface and, prior to initiating the actions intended to verify the identity, is requested to read and agree to this document and to freely grant his/her consent for the processing of biometric data necessary to perform the video-identification. To this end, eID previously provides the applicant with the Privacy Policy containing the processing of personal data to be carried out during the Process in compliance with the provisions of the Data Protection regulations.

In the event that the Applicant does not give this consent, the Process cannot continue, and the Applicant must resort to one of the alternatives for identification identified in Clause 1 of this document in accordance with the provisions of Article 24.1 of the eIDAS Regulation.

Once the Applicant has read the privacy policy and freely given consent, the process will continue.

The Applicant is guided at all times by voice and text during the video-identification Process and, by means of the Application, an automated control of the elements of the environment (lighting conditions, network, quality of the camera) is carried out in order to obtain an optimal recording of the video-identification and its evidences. In this sense, the steps of the process prior to the issuance of the qualified certificate are as follows:

The first step of the Process indicates to the Applicant that he/she has to show the identity document to be used in order to perform an Image comparison with the original documents through pattern matching technology to verify the authenticity of the document and to perform the data extraction (OCR) of the MRZ or other parts of the document and the possibility to call the credentials in real time.

Therefore, the front side of the ID document used by the Applicant during the Process will be captured. To do so, the Applicant will be asked to show the front of his/her document and fit the image in the box shown.

When the capture is completed, a confirmation message is displayed and the next part of the Process continues.

The next step consists of capturing the back of the document. The Applicant will be asked to show the back of his/her document and fit the image in the box shown.

When the capture is complete, a confirmation message is displayed and the next part of the process continues.

The biometric data of the Applicant is then captured in order to perform a real-time comparison with the image of the identity document for a facial recognition process based on automatic biometric scoring. For this purpose, the Applicant is asked to show his/her face and to fit the image into the box displayed on the screen.

When the biometric data has been captured, the Applicant is asked as proof of life to execute a facial movement to the camera and, if everything is correct, a message of conformity is displayed, and the next part of the process continues.

If the entire Process is successful, the Applicant is informed that the video-identification Process has been completed and that the evidence generated during the Process will be checked and validated by means of the Registration Authority Verification Tool for review of the Process by a qualified human being previously trained by specific training.

At this point, the Application connects to a qualified human Agent in charge of verifying the identity of the Process Applicant and requests the asynchronous review of the recorded video, as well as the rest of the evidence and elements obtained during the Process. The average verification time for an agent is approximately three minutes.

Next, the user will be asked for a telephone number in order to send him/her an OTP. By means of this OTP, the user, in addition to ratifying these Terms and Conditions, will be authorizing the issuance of the Certificate, including in the same the data extracted from the video-identification process as provided in Clause 3.3.5 of the present document.

### **3.1.2. Security elements of the Video-identification Process and validation by Qualified Human Agent**

For the asynchronous review by a Qualified Human Agent, there is a security protocol based on EU good practices that is supported by the tool offered to the Qualified Human Agent in which the evidence obtained during the Process is shown, as well as the flags or notifications of those not obtained.

The recording of the video, the request for verification of the video-identification as well as the Qualified Agent's judgment is traced within the Application, and a time stamp is applied to each trace to ensure its consistency and integrity.

Therefore, the Process ensures the chain of custody of the verification from the evidence collected by the Process to the traces linking the identification to the Qualified Human Agent of the Registration Authority. Thus, the result is a verified identity with technical security equivalence to that performed in the physical presence of the Applicant.

Once the identity has been positively validated by the Qualified Human Agent, the Applicant's identity will have been accredited and the Applicant will be enabled to continue to receive the EID Certification Service that will allow him/her to continue with the process of issuing the qualified natural person certificate and signing the electronic documents.

If the result of the Process is negative, the Process for issuing qualified certificates cannot continue, and the Applicant must physically go to the EID premises to carry out an in-person verification of their identity.

### **3.2. SUBSCRIBER OBLIGATIONS IN RELATION TO THE VIDEO-IDENTIFICATION PROCESS**

The SUBSCRIBER, throughout the Process, undertakes to:

- Use the Service in accordance with the provisions of this document, the CPS, the particular conditions that may be applicable, and with any other instruction, manual or procedure provided by EID.
- That the document used during the Process is an authentic, legally valid document and that, in addition:
  - It is not a photocopy or printed card.
  - It is not in digital format (mobile, tablet or computer).
  - It is not in a cover.
  - It is not damaged and is complete, with all the security elements being contained within the document.
- That during the Process and the recording of the video, in order to avoid rejection:
  - The lighting conditions in the video must allow the face of the identified person and the document to be clearly seen.
  - The stream of the video must be constant, without cuts or delays.
  - A living person must show the identification.
  - If another person, other than the person to be identified, is carrying out the entire Process, the identification will be rejected as unguine.
  - If someone else is present in the video but is clearly not coercing the person to be identified, the identification may be valid, as in the case where a particular person is helping a disabled person to make the identification.
  - It must be possible to clearly visualize all parts of the captures of the document, obverse, reverse and face of the person.
  - The SUBSCRIBER cannot be asleep or show signs which may be interpreted as being under the influence of drugs or alcohol.



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### **3.3. ISSUANCE, DELIVERY AND ACCEPTANCE OF THE CERTIFICATE**

#### **3.3.1. CERTIFICATION REQUEST AND KEYS GENERATION BY EID ON BEHALF OF THE SUBSCRIBER**

Once the Video-identification process is completed, the SUBSCRIBER authorizes eID to generate and manage the public and private keys on his/her behalf, allowing eID to proceed with the issuance of the qualified short-term certificate of natural person and to sign on his/her behalf the electronic documents made available through eID or third parties of a public or private nature with which eID maintains certain contractual agreements.

#### **3.3.2. INFORMATION VERACITY**

The SUBSCRIBER shall be responsible for ensuring that all information provided to EID either directly or through the identity document used during the certificate issuance process is accurate, complete for the purpose of the certificate, and that it is up to date at all times, for which he/she guarantees to use a legal and valid identity document, without it having been altered and/or modified by the SUBSCRIBER or third parties.

#### **3.3.3. ISSUANCE OF THE CERTIFICATE**

For the issuance of the certificate, eID will use the data of the identity document provided by the SUBSCRIBER during the video-identification process. This information will be extracted by eID and directly incorporated into the electronic certificate for the purpose of binding the identity of the SUBSCRIBER with the electronic certificate.

#### **3.3.4. DELIVERY OF THE CERTIFICATE**

In the process of issuing the short-term certificate, there is no specific delivery of the certificate to the SUBSCRIBER. EID will manage it in its capacity as Qualified Trust Service Provider, so that the SUBSCRIBER can use it for the electronic signature of documents.

#### **3.3.5. ACCEPTANCE OF THE ISSUANCE OF THE CERTIFICATE AND RATIFICATION OF THESE TERMS AND CONDITIONS.**

The SUBSCRIBER, by entering his/her telephone number and validating the OTP as provided in Clause 3.1.1, will be authorizing the issuance of the certificate, including in it the data extracted from the video-identification process and ratifying these Terms and Conditions.

### **3.4. SERVER SIGNATURE SERVICE**

Once the identification process has been completed, the OTP has been entered and the identity has been validated by the verifying agent, the signer's identity will be guaranteed, and the SUBSCRIBER will be clearly presented with the following documents for the purpose of proceeding with the electronic signature:



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- o A viewer of the contract to be signed
- o A call to action to accept this document
- o A download option to allow the user to save the document.

To continue the process, the SUBSCRIBER must view and accept the document, otherwise, the SUBSCRIBER must be informed that the process cannot continue.

For the acceptance of the document, the SUBSCRIBER is informed that a second SMS will be sent with a new OTP (6 digits) required to complete the signature, for which, the SUBSCRIBER will authorize eID as a qualified trusted service provider to apply the Subscriber's signature creation data, ensuring its exclusive control.

The Application will verify this information and if it is correct will proceed to issue the certificate and sign the document. The certificate is valid for 1 day and is used exclusively to sign the accepted document.

eID grants to the SUBSCRIBER, on a non-exclusive and non-transferable basis, a license to use copies of eID's cryptographic secure device software for the operation of the signature device where applicable, as well as for the production of the electronic signature, certificate and the remaining cryptographic services by the signers.

SUBSCRIBER may make copies of the software for archival or backup purposes only.

In the event that anyone other than eID makes modifications to the software provided, all guarantees with respect to the software shall be immediately cancelled.

#### **4. GENERAL CONDITIONS OF THE TRUST SERVICE**

##### **4.1. GENERAL CONDITIONS OF THE VIDEO-IDENTIFICATION SERVICE**

###### **- Information conservation period**

All information in relation to the video-identification process and the issuance of qualified electronic certificates of natural person, including biometric information, will be kept by EID during the validity period of the contractual relationship, as long as the deletion of the same is not requested and during the limitation period of the legal actions that could be raised, or claims that could be received on behalf of official bodies.

The maximum period of conservation of the relevant information in relation to the process of video-identification and issuance of qualified certificates, i.e. a copy of the video recording, photos or screenshots of the Applicant and the identity document used, the automatic result of the verification performed by the EID Application, as well as the assessment and observations made by the Qualified Human Identity Verification Agents, together with their decision on approval or rejection of the ID, shall be 15 years from the moment of issuance of the certificate, unless otherwise stipulated by law. Once the contractual relationship has ended, the SUBSCRIBER's data will be duly blocked, in accordance with the provisions of the applicable regulations.





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In addition, it is reported that all evidence of incomplete identification processes that have not been completed due to suspicion of attempted fraud shall be retained for a period of 5 years from the execution of the Process, specifying the reason for non-completion, in accordance with the policy established for this purpose.

- **Limitation of liability in relation to the video-identification process**

Process quality: EID guarantees the adequate performance of the Video-identification Services described in this document provided that the means made available to the SUBSCRIBER are used properly and in accordance with EID's instructions.

Access to and use of the Video-identification Services do not imply an obligation on the part of EID to control the absence of viruses, worms or any other harmful computer element. It is up to the SUBSCRIBER as a user, to have adequate tools for the detection and disinfection of harmful computer programs at all times. EID cannot be held responsible for any damage caused to the SUBSCRIBER's computer equipment or third parties during the Video-identification Process.

Process availability: The operation of the Video-identification Process may depend on a correct configuration of the equipment from which the user accesses and starts the video-identification process, so the user must therefore follow the instructions offered and, in any case, have both software and hardware requirements specified at all times.

Likewise, in order to carry out the video-identification process, an Internet access line must be available. The operation of the video-identification process may depend on the adequate quality and speed of the connection through which the SUBSCRIBER accesses the application, for which he will be solely responsible for the provision of telecommunications lines, internet subscriptions or connections or any other technical means necessary in order to access and use your data.

EID will not be held responsible for any damages derived from or related to the non-execution or defective execution of the obligations falling under the responsibility of the SUBSCRIBER, nor for the incorrect use of the results of the Process and the keys, nor for any indirect damage that may result from the use of the Process or of the information provided by EID.

EID will not be held responsible for any inaccuracies in the identification of the SUBSCRIBER which result from information provided by the SUBSCRIBER throughout the Process.

EID will not be held responsible for the correct operation with unapproved applications and for damages generated by the impossibility of use with said applications by the SUBSCRIBER.



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## **4.2. GENERAL CONDITIONS OF THE VIDEO-IDENTIFICATION SERVICE**

### **- Legal framework for the provision of the service**

The EID certification services are technically and operationally regulated by the Certification Practices Statement and the EID Certification Policies, and by their subsequent updates, as well as by complementary documentation provided to the SUBSCRIBER, which he/she declares to be aware of at the time of signing this Contract. Therefore, these general conditions, the Certification Practices Statement and the Certification Policies, if applicable to the certificate issued, constitute the legal framework that will regulate the relationship between EID and the SUBSCRIBER, both internally and vis-à-vis third parties, without prejudice to the provisions of current legislation.

Therefore, this document constitutes the most relevant aspects and requirements of the rights and obligations of the parties.

The Certification Practice Statement (CPS) and Specific Certification Policies (CP) which are applicable are incorporated into this document by reference. The latest updated version of the CPS will be accessible at all times and free of charge in the following languages through the link provided below:

- **Spanish:** <https://www.electronicid.eu/es/pki>
- **English:** <https://www.electronicid.eu/2349872340897/pki>
- **German:** <https://www.electronicid.eu/462351517/pki>
- **French:** <https://www.electronicid.eu/827493/pki>

In the event of discrepancies, the meaning of the terms contained in this document will prevail with respect to what has been set out in the CPS.

### **- Duration of the contract**

This Agreement shall be valid for the duration of the issue and expiry dates indicated in the Qualified Individual Certificate requested and contracted by the Subscriber from EID.

### **- Correct use obligations**

The SUBSCRIBER must use the certification service provided by EID exclusively for the uses authorized in the CPS, which are known and accepted by the SUBSCRIBER through having read the document and having ticked the selection box options included in the process.

The SUBSCRIBER is obliged to use the digital certification service and any other technical element delivered by EID and the certificates, in accordance with these terms and conditions, the DPC and the PC's which may be applicable, the particular conditions outlined in the manual where applicable, and with any other instruction, or procedure provided by EID to the SUBSCRIBER and in compliance with any legal provisions which may be in force.



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The contracting of the Certification Service with EID only admits the use of the Certificate within the scope of the SUBSCRIBER's official activity, in accordance with the purpose of the type of certificate requested, i.e., the qualified certificate of electronic signature of a natural person of short duration. Once the certificate has been issued, the SUBSCRIBER may not, unless specifically otherwise agreed between the parties, use the certificate for any commercial purposes. Commercial use of the certificate is understood to be any action by means of which the SUBSCRIBER offers services to third parties outside this contract, whether for a fee, or free of charge, which require the use of the issued certificate

**- Prohibited transactions**

The digital certification services provided by EID have not been designed or allowed to be used or resold as equipment to control dangerous situations, or for uses that require error-proof actions, such as the operation of nuclear facilities, navigation systems or air communication, air traffic control systems or weapons control systems, where an error could directly cause death, or facilitate physical damage or serious environmental damage.

**- Eid obligations and responsibilities**

**a. In relation to the provision as registration authority service**

EID undertakes to register the certificate data and its subsequent issuance to the SUBSCRIBER, for which it must carry out the checks it deems necessary regarding the identity and other personal and complementary information of the SUBSCRIBERS and, where appropriate, of the signatories themselves.

These verifications must include the documentary justification provided by the SUBSCRIBER through the applicant, and if EID considers it necessary, any other relevant document and information provided by the SUBSCRIBER.

In the event that EID detects errors in the data that must be included in the certificates or that justify this data, it may make the changes it deems necessary before issuing the certificate or suspend the issuance process and manage the corresponding incident with the SUBSCRIBER.

In the event that EID corrects the data without prior management of the corresponding incident with the SUBSCRIBER, it must notify the ultimately certified data to the SUBSCRIBER.

EID reserves the right not to issue the certificate, when the documentary justification provided is insufficient for the correct identification and authentication of the SUBSCRIBER or when the video-identification process carried out prior to the issuance of the certificate has not been confirmed as valid by EID.

The above obligations will be suspended in the event that the SUBSCRIBER acts as registration authority and has the technical elements corresponding to the generation of keys, issuance of certificates and recording of corporate signature devices.

**b. In relation to the provision of the digital certification service**

EID undertakes to comply with the obligations established in Law 6/2020, dated November 11th, which regulates certain aspects of electronic trust services, and especially to:

- a) Issue, deliver, manage, suspend, revoke and renew certificates, in accordance with the instructions provided by the SUBSCRIBER, in the cases and for the reasons described in EID CPS.
- b) Execute the services with the appropriate technical and material means, and with personnel who meet the qualification and relevant experience conditions set out in the CPS.
- c) Comply with the service quality levels, in accordance with what is established in the CPS, in technical, operational and security aspects.
- d) Communicate the status of the certificates in accordance with what is established in the CPS for the different certificate verification services to third parties who request it.
- e) Process quality: EID guarantees the adequate performance of the Certification Services described in this document provided that the means made available to the SUBSCRIBER are used properly and in accordance with EID's instructions.

Access to and use of the Certification Services do not imply an obligation on the part of EID to control the absence of viruses, worms or any other harmful computer element. It is up to the SUBSCRIBER as a user, to have adequate tools for the detection and disinfection of harmful computer programs at all times. EID cannot be held responsible for any damage caused to the SUBSCRIBER's computer equipment or third parties during the Video-identification Process.

- f) Process availability: The operation of the Certification Process may depend on a correct configuration of the equipment from which the user accesses and starts the video-identification process, so the user must therefore follow the instructions offered and, in any case, have both software and hardware requirements specified at all times.

Likewise, in order to carry out the video-identification process, an Internet access line must be available. The operation of the video-identification process may depend on the adequate quality and speed of the connection through which the SUBSCRIBER accesses the application, for which he will be solely responsible for the provision of telecommunications lines, internet subscriptions or connections or any other technical means necessary in order to access and use your data.



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**- As provider of Certification Services**

EID shall:

- a) Publish truthful information in accordance with Law 6/2020, dated November 11th, which regulates certain aspects of electronic trust services and Regulation (EU) 910/2014.
- b) Not to stock or copy, by itself or through a third party, the data of creation of signature, seal or Website authentication of the natural or legal person to whom they have provided their services, except in the case of their management on behalf of the holder for the purpose of applying the private keys for signature creation, as indicated by the SUBSCRIBER through the OTP system that EID makes available to the SUBSCRIBER for the signing of electronic documents. In this case, they will use reliable systems and products, including secure electronic communication channels, and appropriate technical and organizational procedures and mechanisms will be applied to ensure that the environment is reliable and is used under the exclusive control of the certificate holder. In addition, they must safeguard and protect the Website signature, seal or authentication creation data against any alteration, destruction or unauthorized access, as well as guarantee its continuous availability.
- c) Offer a consultation service on the status of validity or revocation of the issued certificates accessible to the public.
- d) Comply with the following additional obligations:
  1. The period of time during which they must keep the information related to the services provided in accordance with Article 24.2.h) of Regulation (EU) 910/2014, shall be 15 years from the expiration of the certificate or the end of the service borrowed. In the event that qualified certificates of electronic seal or Website authentication are issued to legal persons, the trust service providers will also record the information that allows determining the identity of the natural person to whom the aforementioned certificates have been delivered, for their identification in judicial or administrative proceedings.
  2. Establish civil liability insurance to a minimum amount of 1,500,000 euros, unless the provider belongs to the public sector. If you provide more than one qualified service than those provided for in Regulation (EU) 910/2014, an additional 500,000 euros will be added for each additional type of service. The aforementioned guarantee may be totally or partially replaced by a guarantee through a bank guarantee or surety insurance, so that the sum of the amounts insured is consistent with the provisions of the previous paragraph. The amounts and the means of assurance and guarantee established in the two previous paragraphs may be modified by royal decree.
  3. In the event of termination of its activity as a Qualified Trust Service Provider, notify the clients to whom it provides the services and the supervisory body at least two months in advance of the effective termination of the activity, by a means that proves effective delivery and receipt

whenever feasible. The service provider's termination plan may include the transfer of clients, once the absence of opposition has been proven, to another qualified provider, who may keep any information regarding the services provided until then. Likewise, it will notify the supervisory body of any other relevant circumstance that may prevent the continuation of its activities. In particular, he must inform of the opening of any insolvency process which is followed against him as soon as he becomes aware of it.

4. Send the conformity assessment report to the Ministry of Economic Affairs and Digital Transformation under the terms provided for in Article 20.1 of Regulation (EU) 910/2014. Failure to comply with this obligation will entail the withdrawal of the qualification from the provider and the service that it provides, and its elimination from the trust list provided for in Article 22 of the aforementioned Regulation, after requiring the service provider to cease the aforementioned breach.
- e) EID will assume all responsibility towards third parties for the actions of the persons or other service providers to whom they delegate the execution of any or all of the functions necessary for the provision of electronic trust services, including the identity verification actions prior to the issuance of a qualified certificate.

#### **- GUARANTEES FOR CERTIFICATION SERVICES**

##### **Eid guarantee for digital certification services**

EID guarantees that the private key of the certification authority used to issue certificates has not been compromised, unless otherwise communicated through the certification registry, in accordance with the CPS.

EID only guarantees the SUBSCRIBER, at the time of issuance of the certificate, that:

- a) Where appropriate, the certificates are qualified and function in a secure signature creation device, under the terms provided in Law 6/2020, dated November 11th, which regulates certain aspects of electronic trust services.
- b) EID has neither originated nor introduced false or erroneous statements in the information contained in any certificate, nor has it failed to include necessary information provided and verified by the SUBSCRIBER.
- c) All certificates meet the formal and content requirements set forth in EID CPS and PC.
- d) EID has complied with the procedures as described in the CPS.

EID applies reasonable diligence to ensure that each product supplied in the provision of its services is free of computer viruses, worms and other illegal codes, and is obliged to notify the SUBSCRIBER of any virus, worm or other illegal code subsequently discovered in any product.



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**- DISCLAIMER OF WARRANTIES**

EID does not guarantee any software used by the certificate SUBSCRIBER or the signatory, or any other person, to generate, verify or otherwise use any digital signature or digital certificate issued by EID, except where there is a written statement from EID to the contrary.

**- LIMITATIONS OF LIABILITY AS PROVIDER OF TRUST ELECTRONIC SERVICES.**

EID, insofar as it is within the limits established by the applicable law, will not be held responsible for any damages and losses caused to the person to whom it has provided its services or to third parties in good faith, if this occurs in any of the cases provided for under Regulation (EU) 910/2014 or in the following:

- a) Failure to provide the trust service provider with truthful, complete and accurate information for the provision of the trust service, in particular, on the data that must be included in the electronic certificate or that are necessary for its issuance or for the extinction or suspension of its validity, whenever its inaccuracy has not been detected, acting with due diligence, by the service provider.
- b) The lack of communication without undue delay to EID of any modification of the circumstances that affect the provision of the trust service, in particular, those reflected in the electronic certificate.
- c) Negligence in the preservation of the Website signature, seal or authentication data, in the assurance of its confidentiality, and in the protection of all access or disclosure of these or, where appropriate, of the means which give access to them.
- d) Not to request the suspension or revocation of the electronic certificate in case of doubt regarding the maintenance of the confidentiality of the signature, seal or Website authentication data or, where appropriate, of the means that give access to them.
- e) To use the Website signature, seal or authentication creation data when the period of validity of the electronic certificate has expired, or the trust service provider notifies you of the termination or suspension of its validity.

EID will also not be held liable for damages if the recipient acts negligently.

It will be understood that the recipient acts negligently when he does not take into account the suspension or loss of validity of the electronic certificate, or when he does not verify the electronic signature or seal.

EID will not be held responsible for damages in case of inaccuracy of the data contained in the electronic certificate if these have been accredited by means of a public or official document, or registered in a public registry if it is required to do so.



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**- SUBSCRIBER LIABILITY**

The SUBSCRIBER must answer to any person for the breach of their obligations and especially in regard to identification activity or, where appropriate, to registration authority, according to these terms and conditions.

The SUBSCRIBER is responsible for all electronic communications authenticated by means of a digital signature generated with his private key, whenever the certificate has been validly verified through the mechanisms and conditions set out by EID.

As long as the notification established in Clause 5 of this document is not produced, any responsibility which may arise from the unauthorized and / or improper use of the certificates remains the duty of the SUBSCRIBER.

**- SUITABILITY OF PRODUCTS WHICH MAKE USE OF IDENTIFICATION, ELECTRONIC SIGNATURE OR ENCRYPTION**

EID will not be held responsible for the adequacy of the products and services related to digital certification, identification, electronic signature or encryption existing in the market and which are used in SUBSCRIBER's computer applications, except when EID provides them. In this case, the parties will be subject to the corresponding conditions of use.

**- OWNERSHIP OF CERTIFICATES AND SIGNING DEVICE**

The supplied certificates and signing devices remain the property of the SUBSCRIBER.

**- TERMINATION**

The termination will take place in the following cases:

- a) Due to a breach by the other party of any of its obligations, if this infraction has not been resolved:
- b) Within thirty days from the receipt of the notification made by the party which has not failed to fulfill its obligations.
- c) Immediately, if the breach compromises the security of the services.
- d) Due to the concurrence of any other cause for early resolution established by current legislation and, especially, by current legislation on electronic signature digital certification.





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**- CONFIDENTIALITY POLICY**

EID cannot disclose and cannot be compelled to disclose any confidential information regarding certificates without a specific prior request from:

- a) The person with respect to whom EID has the duty to keep the information confidential, or
- b) A judicial, administrative or any other prospective order under in the current legislation.

However, the SUBSCRIBER accepts that certain information, both personal and otherwise, provided in the certificate request, be included in their certificates and in the certificate status verification mechanism, and that the aforementioned information is not deemed confidential by legal imperative.

**- REIMBURSEMENT POLICY**

EID will not reimburse the cost of the certification service in any case.

**- INFORMATION CONSERVATION PERIOD**

All information related to the Process of issuing qualified electronic certificates for natural persons, including the contract duly formalized by the SUBSCRIBER, the logs generated throughout the issuance event, will be kept by EID during the validity period of the contractual relationship, as long as the deletion of the same is not requested and during the limitation period of the legal actions that could be raised, or claims that could be received on behalf of official bodies.

In this sense, the maximum period of conservation of the relevant information in relation to the process of video-identification and issuance of qualified certificates shall be 15 years from the moment of issuance of the certificate, unless otherwise stipulated by law. Once the contractual relationship has ended, the SUBSCRIBER's data will be duly blocked, in accordance with the provisions of the applicable regulations.

**5. GENERAL PROVISIONS**

**5.1. PLACE OF PROVISION OF THE ACTIVITY**

The place of fulfillment of EID's obligations regarding digital certification services and, where appropriate, software use licenses, is the service address of EID.

**5.2. SEVERABILITY OF THE TERMS AND CONDITIONS.**

The clauses of this document are independent of each other, for which reason, if any clause is considered invalid or unenforceable; the rest of the clauses will continue to be applicable, unless expressly agreed otherwise by the parties.



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**5.3. APPLICABLE REGULATIONS AND COMPETENT JURISDICTION.**

Relations with EID will be governed by the provisions of Regulation (EU) 910/2014 eIDAS, by Spanish law, and especially by all those which arise from its compliance policy.

The competent jurisdiction is the one indicated in Law 1/2000, dated January 7<sup>th</sup>, on Civil Procedure, except where the SUBSCRIBER is considered a consumer, in which case EID will submit to the jurisdiction that legally corresponds to it.