

# **General Terms and Conditions (GTC) for qualified, advanced and simple Certificates (Version 7.2)**

## **1. Subject of the GTC**

These GTCs regulate

- ❖ the requirements for the issuance of qualified, card-based certificates,
- ❖ the requirements for the issuance of qualified, mobile certificates,
- ❖ the requirements for the issuance of advanced certificates,
- ❖ the requirements for the issuance of simple certificates,
- ❖ the requirements for the selling and delivery of signature cards by A-Trust,
- ❖ the requirements for the provision of software and other services by A-Trust,
- ❖ the customer responsibility in regard to the competent handling of the certificates.

## **2. Signature Contract and Issuance of Certificate**

### **2.1. Signature Contract:**

In the course of the issuance of a qualified or advanced certificate, the customer enters into a signature contract with A-Trust for the using of the respective trust product(s).

The following documents will become an integral part of the signature contract, in their current version at the time of the contract conclusion:

- the application/signature contract,
- the respective (product specific) Certification Practice Statement (CPS),
- the respective (product specific) user specification (CP),
- these general terms and conditions,
- the provisions regarding rates and charges of A-Trust,
- the A-Trust listing of the recommended components and procedures,
- training in accordance with Article 24 Section 2 Letter d eIDAS regulation<sup>1</sup> (this applies to qualified trust products only);
- data protection information in accordance with Article 13, 14 DSGVO-regulation<sup>2</sup>

The contract between the customer and A-Trust (signature contract) is entered into by means of the acceptance of the respective application (the provided application form, completed by the customer). Acceptance usually takes place through the provision by A-Trust of information and/or the signature cards for the use of services.

The signature contract for mobile certificates is entered into for the duration of the validity of the certificate. The signature contract for card-based certificates is always entered into for an indefinite period. By default, the certificates are valid for 5 years. A shorter certificate validity can be agreed upon by request of the customer. In this case, the signature contract is concluded on a fixed term with the duration of the validity of the certificates.

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<sup>1</sup> Regulation (EU) 2016/679 of the European Parliament and the Council of 23 July 2014 on the electronic identification and trust services for electronic transactions in the internal market and for the repealing of the Directive 1999/93/EG

<sup>2</sup> Regulation (EU) 2016/679 of the European Parliament and 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/EG

A-Trust provides all contract documents electronically in the internet, available under <http://www.a-trust.at/>.

## **2.2.Identity Verification and Registry of Identification:**

Where required, A-Trust is authorized to verify the identification of a customer in accordance with the respective legal guidelines. A-Trust may make use of the authorized registries (Registration authority, BO) for the verification of the identity of the customer prior to conclusion of signature contracts. The registry authorities will respond on behalf of A-Trust. The identity verification may be done in person at an authorized registry or through another reliable proof of identification, which will be specified by A-Trust.

## **2.3.Termination through A-Trust**

A-Trust may terminate the signature contract without a period of notice in the case of a significant breach of obligation by the customer. In this case, the certificate based on the terminated signature contract will be revoked by A-Trust at the time of termination. Reasons for such a termination are especially those stated in Article 3.3 of this GTC

## **2.4.Termination by the Customer**

The customer is entitled to terminate the signature contract without observing a termination period, whereby the certificates based on the signature contract are considered as revoked. The termination may be in person at an authorized registry point, or via A-Trust`s revocation service upon provision of the revocation password. Certificates will remain valid up to the effective date of the termination, unless revoked at an earlier date or a suspension of the certificate took place.

## **2.5.Legal Basis**

The provisions of the eIDAS regulations, the SVG<sup>3</sup> and SVV<sup>4</sup> in their respective current version, pertain to the applying process, the issuing procedures and the using of the certificates.

# **3. Certificates and Media Format**

## **3.1.Card-Based and Mobile Certificates**

The private key assigned to the respective card-based certificate can be provided on either a signature card from A-Trust or, assuming that the technical requirements are satisfied, on a smart card provided by the customer or a third person (e.g. eCard). In the case of a mobile certificate the respective private key will be assigned to a mobile phone number.

## **3.2.Reissue of Certificates**

Card-based certificates will be reissued after expiration of validity, unless the respective signature contract was for a fixed period. Prior to the reissue A-Trust must check whether the respective signature card still meets technical standards.

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<sup>3</sup> Signature- and trust service law – SVG, BGBl.I No 50/2016.

<sup>4</sup> Signature- and trust service regulation – SVV,BGBl.II No 208/2016.

In the event that A-Trust decides that a new signature card is required, A-Trust will inform the customer of this and also of the eventual costs, by mail or by electronic means, prior to the certificate's expiry.

Mobile certificates are not automatically reissued after the expiry of period of validity, the customer has to reapply.

### **3.3.Suspension and Revocation by A-Trust**

Provided that A-Trust does not revoke a qualified certificate for an electronic signature or an electronic seal, A-Trust has to suspend the same temporarily if

- a) the customer (signator or seal creator) or another authorized person specified in the certificate, or (in case of a B2B agreement) the paying third party company requests the same;
- b) a suspension has not been repealed within the suspension period;
- c) A-Trust gains knowledge of the death of the signator or the loss of the existence of the seal creator, or other changes of the particulars specified in the certificate;
- d) the certificate was obtained based on false information or verifiably contains false information;
- e) A-Trust ceases its operation and the certificate database will not be taken over by another trust service provider, respectively the Federal Government does not ensure a continuance (§ 9 Section 3 SVG);
- f) the supervisory authority imposes a revocation;
- g) there is a threat of misuse of the certificate;
- h) there are reasonable grounds of misuse of the certificate. This is especially the case if facts show that the certificate might be false or is not sufficiently tamper-proof;
- i) the contractual relationship has been terminated by one party (contract withdrawal);
- j) the supervisory authority has initiated the revocation of its own certificate of A-Trust (certification authority-master certificate);
- k) the signature algorithm is no longer considered to be cryptographically secure.

After a written request for payment subsequent to a payment default and if said payment is not received after a further two weeks, A-Trust has the right to revoke the certificates of the customer (signators or seal creator). A-Trust may exercise further legal or contractual actions against the customer (signator or seal creator) due to the payment default, particularly compensation for damages.

### **3.4. Revocation by the Customer**

The customer may revoke his or her certificate, whereby the validity of the certificate is ended. In this case A-Trust has the right to terminate the signature contract without observing the termination period. The revocation may be in person at an authorized registration point or at the revocation service at A-Trust upon provision of the customer's revocation password (a security password chosen by the customer). The revocation is recorded in the certification database.

## **4. Software and Miscellaneous Services**

A-Trust may provide software (e.g. a-sign client) and/or other services (e.g. mobile signature account, certificate database, revocation service) to the customer. The customer acknowledges that the use of software and/or other services may be subject to specific terms of use.

Insofar A-Trust provides software the customer acquires the right of use for the duration of the contractual relationship, which may be revoked by A-Trust at any time. This right of use is not transferable and not exclusive. The customer is not allowed to award sublicenses and is neither authorized for reproductions. The customer will abstain from any kind of processing, decompilation or ulterior misuse of the software. The software and other services will be made available without maintenance or support services, as far as not otherwise agreed upon.

## **5. Costs and Payment**

The customer does not have to pay for certificates, which have been issued in the course of the activation of a citizen card. In this case the following items 5.1 through 5.8 are not relevant.

The following provisions apply for services and products of A-Trust, which are subject to payment:

### **5.1. At Conclusion of the Signature Contract**

The one-time registration fee and the proportionate annual certificate user fee, as well as the one-time card fee will become due (provided that a chip card is obtained from A-Trust). The rates can be seen on the applicable rates and charges provisions of A-Trust. These can be found on the Homepage of A-Trust, available at ([www.a-trust.at/preise](http://www.a-trust.at/preise)).

### **5.2. The Invoicing of the Certification Fees**

Invoicing is performed pro rata starting from the date of the conclusion of the signature contract up to the end of the current calendar year. Further yearly certificate fees will become due at the beginning of each new calendar year.

If the signature contract is for a fixed-term, the yearly certificate user fee will be paid pro rata in the last year of the certificate validity. If the signature contract is indefinite, invoicing is performed in the last year of the certificate term for the entire calendar year; the paid yearly certificate user fee will be credited to an eventual renewed certificate, not otherwise refundable.

### **5.3. Payments, Invoicing and Price Adjustment:**

The fee payment to A-Trust is made in general through a direct debit authorisation. The direct debit through A-Trust will be from the account specified in the signature contract. Invoices are provided online under <https://www.e-tresor.at/atrust>. The login to your personal invoicing section is made with the IBAN of the to be debited account together with the password specified in the direct debit line. The customer agrees to this type of invoice transfer. If the signature cards from A-Trust are to be paid by a third party Company, based on a B2B agreement between A-Trust and the third party Company (for staff identity cards for instance), the direct debit authorisation in the signature contract will be replaced by the reference to the B2B agreement. In this case the signature cards from A-Trust will become property of the third party Company making the payments.

Fees are subject to explicitly agreed upon fee stability criteria. The consumer price index 2000 (basis: 2017 = 100) is used for the calculation of the value stability, which is disclosed by the Austrian statistical office (Bundesanstalt Statistik Austria) on a monthly basis, or another index replacing the foregoing.

### **5.4. Information- and Verification Obligation**

The customer/account holder is obliged to check the A-Trust billing for completeness and correctness. Any objections are to be voiced immediately and A-Trust shall be informed of any changes to his or her bank account details.

### **5.5. Late Notice**

In the event that the direct debiting for the accrued fees is not possible, A-Trust can provide a late notice for which costs can be charged. The costs for the late notice comprise the keeping of records, the late notice charges, as well as the occurring costs for the faulty debit transfer, and the amount of up to 30 Euros maximum per late notice.

### **5.6. Maturity**

In the case of a termination of the signature contract which has not been carried out for a compelling reason, or a revocation of the certificate by the customer, as well as in the case of a termination due to an important reason or a revocation by A-Trust, the already matured fees are to be paid; there is no entitlement for reimbursement of the matured or already paid fees.

## **6. Data Protection**

### **6.1. Collection of Data**

Customer data, collected during certificate issuance is digitally processed and stored, in order that the identification check process can be retraced if required. The customer is obliged to cooperate with the identification check process.

### **6.2. Use of Data**

**The use of personal data by A-Trust is in accordance with the relevant legal provisions. The use of data is exclusively for the contract performance or on a statutory basis. The customer has agreed upon that the following data types are necessary for the contractual services and will be processed:**

**name (first name(s), surname(s), academic title, address(es), email address(es), telephone number(s), bank account (IBAN, BIC), user ID, password-hash value, salutation, date of birth, place of birth, ID data (country of issuance, issuing authority, date of issuance, ID number, type of ID), encrypted sourcePIN, time of signature procedures, domain of signature recipient, wBPK, public key, encrypted private key.**

**The customer has to give a separate consent if the customer data will be used for other purposes than the performance of contractual services.**

## **7. Liability and Force Majeure**

### **7.1. Liability in accordance with Article 13 eIDAS-VO**

A-Trust is liable for all natural or wilfully or negligently inflicted damages to legal entities, which are caused by violation of the obligations laid down in the eIDAS-VO.

If A-Trust operates as a qualified trust service provider, it will be assumed that it is intent or negligence, unless A-Trust can prove that the damage occurred without wilful or negligent actions.

If A-Trust informs the customers sufficiently in advance of the limitations of the usage of the A-Trust provided (trust) services and if those limitations are evident to third parties, A-Trust is

not liable for the damages which occurred during the use of services and which are beyond the limitations.

### **7.2. Limitation of Liability**

A-Trust is not liable for the actions of customers or third parties, which are unauthorized in the possession of a certificate. A-Trust is not liable for the legal capacity and/or solvency of customers or third parties, or for the validity of transactions, which were concluded with the use of A-Trust certificates. Furthermore, A-Trust is not liable for damages which occurred as a result of non-compliance of the customer obligation.

A-Trust is not liable for deficiencies beyond A-Trust control, especially not for technical failures or the unavailability of different services or individual certificates, as well as in the case of force majeure.

A-Trust is not liable for damages which occurred to a customer or third party, and also not for the occurrence that a digital signature could not be used at a certain time.

A-Trust is liable for the correct identity check and the verification of any additional attributes only within the scope of A-Trust verification possibilities. The issuance of certificates merely confirms that the necessary proof of identity, and hence proof of legitimacy was provided at the time of the application.

A-Trust is not liable for damages, as a result of download or use of A-Trust software (e.g. a.sign client) or online services, as far as there is no gross negligence on the part of A-Trust.

In the event of loss of data and/or program as a consequential damage, A-Trust is only liable to the extent that the customer performs a backup of the data in an adequate manner in adequate intervals, once daily at a minimum, and thereby ensures that the lost data can be restored with a reasonable effort.

### **7.3. Customer Liability**

The customer is liable for damages which occur to A-Trust due to falsely given information by him or her in the certificate, including any additional attributes, as well as the incorrect use of the card.

### **7.4. Force Majeure**

Incidents of force majeure, which substantially impede the services of A-Trust or make the services impossible, give A-Trust the right to postpone their obligations for the duration of the impediment and for an adequate start-up time. Strikes, lockouts and similar circumstances rank equally under the force majeure, as far as it is unforeseeable, severe and without one's fault. A-Trust will immediately notify the customer of the occurrence of such circumstances.

## **8. Obligations of the Customer**

### **8.1. Obligations in accordance with SVG**

The customer shall carefully store his or her electronic signature data and seal creation data to prevent access of the same by third parties, and he or she shall refrain from the passing on of the electronic signature data and seal creation data to third parties. The customer has to request the revocation of the qualified certificate if the certified data specified in the qualified certificate have changed.

## **8.2. Further Obligations**

The customer`s obligation described in this section do not affect the customer`s obligations set out in other sections, as well as the obligations to comply with security regulations.

## **9. Final Provisions**

### **9.1. Special Conditions**

The GTC of the customer do not apply

### **9.2 Changes of these GTC**

Changes to the GTC, which will subsequently infringe upon the contractual rights and obligations of the contract parties will be put forward to the customer with the simultaneous option of a revocation. In the event that the customer does not revoke within 6 weeks, the change is rated as being approved by the customer. A-Trust will point this out to the customer in the amendment proposal.

### **9.3 Formal requirements**

It is explicitly required that business dealings between the parties are performed in writing, whether on paper or electronically.

### **9.4 Receipt of Statements**

Reminders, as well as other statements from A-Trust which have been sent to the last known address of the customer (mailing address in the master data) are deemed to be delivered to the customer.

### **9.5 Applicable Law**

The Austrian law exclusively governs the contractual relationship between the customer and A-Trust. Place of performance is Vienna. Standards that refer to foreign laws will not be applied. The applicability of the UN sales law is explicitly excluded.

### **9.6 Place of Jurisdiction**

The place of jurisdiction for disputes with businesses is exclusively the Handelsgericht Wien (the commercial court Vienna). The local jurisdiction for disputes with consumers is in accordance with § 14 of the consumer protection law.