



**GENERAL TERMS AND CONDITIONS**  
**on the provision of reliable services for qualified digital certificates, qualified timestamps and**  
**long-term preservation of signatures and seals**

**Ended today..... , between:**

**TRANS SPED S.A.** with the registered office in BUCHAREST, registered with the Trade Register under no. J40 /781/2004, fiscal identification code RO 12458924, bank account with IBAN code RO63RNCB0078007131280001 opened at Banca Comerciala Romana Suc. Stefan cel Mare, represented by Mrs. Camelia Elena IVAN, as General Manager, hereinafter referred to as **Provider**.

and

**The User, a natural person**, identified as follows: \_\_\_\_\_, with domicile in \_\_\_\_\_, born on date of \_\_\_\_\_, in \_\_\_\_\_, identified by identity card / bulletin series \_\_\_\_\_, number \_\_\_\_\_, issued by \_\_\_\_\_, valid between \_\_\_\_\_ and \_\_\_\_\_, with CNP \_\_\_\_\_, email \_\_\_\_\_ and telephone \_\_\_\_\_.

or

**The User, a legal person**, identified as follows: \_\_\_\_\_, with the registered office in \_\_\_\_\_, registered with the Trade Register under no. \_\_\_\_\_, fiscal identification code \_\_\_\_\_, bank account with IBAN code \_\_\_\_\_ opened at \_\_\_\_\_, represented by \_\_\_\_\_, as \_\_\_\_\_.

## 1. Definitions

**Trusted service**, represents all and any of the basic certification services offered by Trans Sped as a Qualified Trusted Service Provider regarding the issuance, administration, suspension, revocation, renewal, storage and verification of the status of qualified digital certificates, in accordance with the Regulation (EU) no.910 / 2014, of the decisions of the European Commission for its implementation and the national legislation in force in the field, as well as any other related services mentioned on [www.transsped.ro](http://www.transsped.ro). Including, but not limited to, an electronic service routinely provided in return for remuneration, which consists of creating electronic signatures, electronic seals, time stamps and certificates related to those services, as well as maintaining long-term signatures and of electronic seals.

**User** represents the natural person on whose behalf the digital certificate is issued for electronic signature and who creates an electronic signature, thus attributing the quality of holder of the qualified digital certificate. The user may be a natural person acting in his own name or a natural person designated representative of a legal person.

**The beneficiary** is a natural or legal person who orders and bears the cost of a trusted service provided by Trans Sped. The beneficiary may coincide with the User or may be a different physical or legal entity.

**Qualified certificate for electronic signature**, means a certificate for electronic signatures that is issued by a qualified reliable service provider and that meets the requirements set out in Annex I of Regulation (EU) no.910 / 2014.

**Qualified electronic timestamp**, means an electronic timestamp that meets the following requirements:

- a) it ensures a connection between date and time and data, so as to reasonably exclude the possibility that the data may be changed without this being detected;
- b) is based on a precise time source, linked to the coordinated universal time;
- c) is signed using an advanced electronic signature or sealed with an advanced electronic seal of the qualified trust service provider or by an equivalent method.

**Electronic seal**, means data in electronic format attached to or logically associated with other data in format

**Long term preservation** represents an extension of the validity status of a digital signature over long periods of time and/or extension of provision of proofs of existence of data over long periods of time, in spite of obsolescence

of cryptographic technology such as crypto algorithms, key sizes or hash functions, key compromises or of the loss of the ability to check the validity status of public key certificates

**The Certification Practice Statement**, hereinafter referred to as the CPS, represents the Certification Practice Statement of the Trans Sped Certification Authority, available to any interested party at [www.transsped.ro](http://www.transsped.ro).

**The Certification Policy**, hereinafter referred to as the CP, represents the Certification Policy of the Trans Sped Certification Authority, available to any interested party at [www.transsped.ro](http://www.transsped.ro).

**Personal data** means any information about an identified or identifiable natural person ("data subject"); an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identification element, such as a name, identification number, location data, an online identifier, or to one or more many specific elements, specific to its physical, physiological, genetic, psychological, economic, cultural or social identity.

**Export-import package** means information extracted from the preservation service including the submission data object, the preservation evidence and preservation-related metadata, allowing another preservation service to import it in order to continue to achieve the preservation goal based on this information

## 2. Object

**2.1.** This document sets out the general terms and conditions regarding the qualified trust services provided by Trans Sped and requested by the User or the Beneficiary.

**2.2.** Trans Sped provides the trusted services qualified in accordance with the CPS / PC in force, these being considered an integral part of this document.

**2.3.** The request for the provision of a qualified trust service to Trans Sped implies the acceptance of these general conditions. Trans Sped will not provide the qualified trust service requested if the applicant does not comply with the methods of identifying it according to the legislation in force, as well as if it does not accept the present general conditions.

## 3. Duration

This document enters into force at the time of its signature by the User, but not before the Beneficiary signs the Agreement with the user / Contract providing qualified reliable services and is valid for the entire validity period of the requested digital certificate, but no longer. more than 3 years.

## 4. Services

In order to provide the required trusted services, Trans Sped provides the following:

### 4.1. Issuing a qualified digital certificate

**4.1.1.** The issuance of a qualified digital certificate is carried out in accordance with the provisions of the CPS / PC, as well as with the instructions published at [www.transsped.ro](http://www.transsped.ro).

**4.1.2.** When issuing a qualified digital certificate, Trans Sped verifies, through the Registration Authorities, by appropriate means and in accordance with the legislation in force, the identity, and when appropriate, the specific attributes of the natural person who is to hold the title of qualified digital certificate.

### 4.2. Renewal of a qualified digital certificate

**4.2.1.** Before the expiry of the validity period of the digital certificate, Trans Sped commits to notify the User in this regard, with 30, 15, 7 and 1 day respectively before the expiry date.

**4.2.2.** Renewal of a qualified digital certificate applies to Users who hold a digital certificate issued by Trans Sped and who want a continuity thereof, the procedure being carried out in accordance with the provisions of the CPS / PC, as well as the instructions published at [www.transsped.ro](http://www.transsped.ro).

**4.2.3.** The identification of the User requesting the renewal of a qualified certificate is carried out following the same rules as for the issue.

### 4.3. Revocation of a qualified digital certificate

**4.3.1.** The revocation of a qualified digital certificate implies the cancellation of the validity of the certificate and the withdrawal of any right to use it, the action being permanent, without the possibility of returning to the initial state of the certificate.

**4.3.2.** The revocation of a qualified digital certificate is made in accordance with the provisions of the CPS / PC, as well as the instructions published at [www.transsped.ro](http://www.transsped.ro).

**4.3.3.** In case of revocation of a qualified digital certificate, Trans Sped will immediately notify the User in this regard, mentioning the reasons that were the basis for the revocation.

**4.3.4.** Trans Sped will enter the mention of revocation of the certificate in the electronic register of certificates, within a maximum of 24 hours, the revocation becoming opposable to the third parties from the date of its registration in the electronic register of certificates. Also, Trans Sped will introduce the revoked certificate in the List of Revoked Certificates.

**4.3.5.** Trans Sped will make available to any interested party the information regarding the status of the issued certificates (example: active, suspended, revoked, expired). This information will be available for each certificate issued, at any time, including after the certificate expires, in an automatic, reliable, free and efficient way.

**4.3.6.** The revocation of a qualified certificate is carried out within 24 hours from the moment when Trans Sped became aware of any of the following cases:

- a) at the request of the User and / or the Beneficiary, after a prior verification of its identity and in accordance with the instructions published at [www.transsped.ro](http://www.transsped.ro);
- b) upon the user's death or interdiction or by a final court decision.
- c) if it is beyond doubt that the certificate was issued on the basis of erroneous or false information or the essential data on the basis of which the certificate was issued no longer correspond to reality;
- d) if fraudulent qualified digital certificate is proven to be used or if the electronic signature creation data has been compromised;
- e) upon expiry of the maximum period during which the certificate may have the status of suspended;
- f) for any of the cases described in point 4.5.1. from CPS / PC.

#### **4.4. Suspension of a qualified digital certificate**

**4.4.1.** The suspension of a qualified digital certificate entails the temporary loss of the validity of a qualified digital certificate and is carried out in accordance with the provisions of the CPS / PC, as well as the instructions published at [www.transsped.ro](http://www.transsped.ro).

A certificate is suspended for a maximum of seven (7) days after the request for suspension. A certificate may be suspended twice; a third suspension and exceeding the suspension period entail the revocation of the certificate.

**4.4.2.** In the case of the suspension of a qualified digital certificate, Trans Sped will immediately notify the User in this regard, mentioning the reasons underlying the suspension.

**4.4.3.** The suspension of a qualified certificate is made within 24 hours from the moment when Trans Sped became aware of any of the following cases:

- a) at the request of the User and / or the Beneficiary, after a prior verification of its identity and in accordance with the instructions published at [www.transsped.ro](http://www.transsped.ro);
- b) if the suspension was ordered by a final court decision;
- c) for any of the cases described in article 4.3.6., provided that there is only suspicion in this regard;
- d) in any other situations where further explanations or information from the User or the Beneficiary are required

#### **4.5. Long term preservation**

**4.5.1.** Long term preservation services are carried out in accordance with the provisions of the Qualified Long Term Preservation Service Policy and Practice Statement, as well as with the instructions published at [www.transsped.ro](http://www.transsped.ro);

**4.5.2.** The supported preservation profile for long term preservation is stated in the Qualified Long Term Preservation Service Policy and Practice Statement;

**4.5.3.** Trans Sped allows the User to request the export-import package(s), containing the preserved data, the evidences and all information needed to validate the evidence;

**4.5.4.** The export-import package(s) requests will be accepted as follows:

- a) by e-mail: the request needs to be submitted from a previously known and approved e-mail address;
- b) by physical presence: any person who has a formal empowerment to represent the User can submit a request in Trans Sped's office.

**4.5.5.** When is unable to collect and verify all the validation data, Trans Sped reserves the right to abort the preservation request and will provide the User via API with the failure indications.

### **5. Trans Sped Obligations and Liability**

**5.1.** Trans Sped undertakes to comply with the provisions of the CPS / PC, as well as those of the applicable European and national legislation. Thus, the main obligations of Trans Sped are:

- a) comply with the general conditions of this document, as well as all the certification procedures and policies in force, published at [www.transsped.ro](http://www.transsped.ro);

- b) not to issue a qualified digital certificate without prior identification of the applicant, in accordance with Regulation (EU) no. 910/2014 (eIDAS), as well as the validation of the data and documents underlying the issuance of the certificate;
- c) to ensure the security of the information systems used to provide qualified trust services, using the practices unanimously recognized in the field and recommended by international standards;
- d) issue the qualified digital certificate within a maximum of 24 hours from the time of payment of the qualified trusted invoice service, unless the User expressly requests another time after 24 hours;
- e) publish in the electronic register of records the qualified digital certificates accepted by their holders;
- f) publish the List of Revoked Certificates, in accordance with the provisions of the CPS / PC in force;
- g) notify the User of:
  - refusal to issue the certificate, the reasons for the decision and the possibilities of remediation, if any;
  - issuing the qualified digital certificate and the appropriate utilization and installation modalities;
  - the expiry of the qualified digital certificate;
  - revocation / suspension of the certificate.
- h) to process requests for revocation or suspension within 24 hours of receipt of the request and to verify the identity of the applicant;
- i) to process personal data properly and in compliance with the provisions of Regulation (EU) no. 910/2014, of Regulation (EU) no. 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and other provisions of Union law or national law regarding data protection.
- j) retain all records pertaining to the life-cycle of certificates, as well as all the CA service audit logs, for at least 10 (ten) years and 6 (six) months.

**5.2.** In the case of non-compliance with the obligations provided by the legislation in force in the field of qualified trust services, Trans Sped is liable for the damages brought to any natural or legal persons. Trans Sped is liable for the damage caused intentionally or for the negligence of any natural or legal person who bases his conduct on the legal effects of the respective certificates only in respect of:

- a) at the time of issuing the certificate, the accuracy of all information contained in the certificate;
- b) at the time of issuing the certificate, the transmission to the User of the data for creating and verifying electronic signatures and / or time stamps;
- c) immediate and definitive cessation of access to the creation and verification data of electronic signatures and / or time stamps, if they have been compromised and provided that Trans Sped has been duly notified in advance;
- d) the other cases provided for by the applicable law in force, at the time of issuing the qualified digital certificate.

## **6. Obligations of the User**

**6.1.** By signing these general conditions, the User declares that he has become aware and accepts the following obligations:

- a) to provide all necessary information, in a complete and correct manner, in order to provide the required qualified trusted services;
- b) expressly agree, by signing this document, that Trans Sped will process and store its personal data, as well as withholding a copy of the identity card, in order to carry out the operations necessary to provide qualified trust services required, including the use of some of this data to create, maintain and publicly publish the electronic register of digital certificates, according to the applicable law, in force.
- c) use only those secured cryptographic devices and software applications approved and recommended by Trans Sped;
- d) use the qualified digital certificate issued on its behalf only for its stated purposes and according to its scope, in accordance with Trans Sped's CPS / PC;
- e) comply with Trans Sped guidelines and instructions on the proper use of qualified digital certificates and secure cryptographic devices on which they are stored, do not exceed the limitations imposed by these general conditions and do not pass on the digital certificate to third parties;
- f) immediately request Trans Sped to revoke or suspend the qualified digital certificate in the event of any event specified in Article 4.3. and 4.4. ;
- g) comply with these general conditions, as well as the CPS / PC Trans Sped, in force published at [www.transsped.ro](http://www.transsped.ro)
- h) to verify the content of the qualified digital certificate upon receipt of the certificate, in particular the correctness of the data and the complementarity of the public key with the private one it holds, and in

the event of an inconsistency, request the revocation of the certificate immediately. The certificate is considered accepted by the User from the moment it was issued. Each accepted digital certificate is published in the electronic register of records of the certificates issued by the Trans Sped Certification Authority, published at [www.transsped.ro](http://www.transsped.ro);

- i) immediately notify Trans Sped of any changes in its identification data;
- j) not attempt, in any way and by any means, unauthorized access or any computer intervention on the Trans Sped database or equipment;
- k) use the trusted services of good faith and do not in any way commit the liability of Trans Sped, if such services are used improperly and / or fraudulently;
- l) manage internally the access rights to the preserved documents and the preservation evidence.

**6.2.** Any breach by the User of its obligations will be considered a violation of the general conditions and will entail the revocation of the qualified digital certificates and the right of Trans Sped to request the payment of damages.

### **7. Limitations, restrictions and exclusions**

**7.1.** Qualified digital certificates for electronic signature can only be used to perform cryptographic operations such as authentication, electronic signature, only by the certificate holder. It is forbidden to use the digital certificate qualified for electronic signature for purposes other than those indicated and permitted by Trans Sped and it is forbidden to use an expired, suspended or revoked qualified certificate to create electronic signatures.

**7.2.** The use of the qualified trust services provided by Trans Sped will only be carried out in accordance with Trans Sped's instructions and guides (which emanate), and in the event that they are breached, Trans Sped is not liable for damages resulting from the use of the services that exceed the restrictions indicated.

**7.3.** Trans Sped is not responsible for:

- a) damage by force majeure and / or by accident;
- b) the inappropriate use of qualified trust services;
- c) storing incorrect data in Trans Sped's databases and including them in digital certificates issued to the User if the User has stated that such data is correct;
- d) damages caused by the theft or damage of secure cryptographic devices that store digital certificates, their unauthorized use or for any negligence of the User in their retention and use.

**7.4.** In case of non-performance or improper performance of any of the contractual obligations assumed, the injured party will be entitled to claim from the guilty party the payment of damages, at the amount the actual damage created and proven. The Provider's liability will be limited to a maximum of 10,000 euros for each claim for damages.

**7.5.** Trans Sped assumes no liability and cannot be liable for damages for indirect damages, unrealized profits or profits, financial losses, customers or data. In the event of such a claim to cover the damage suffered, Trans Sped's liability is limited to the value of the service provided for each such request.

**7.6.** Trans Sped reserves the right to refuse the issuance of a qualified digital certificate to those applicants who do not have full capacity to exercise their rights, in accordance with the national and European legislation in force or if they have identified the absence of the applicants' ability to read and /or write.

### **8. Confidentiality. Processing of personal data**

**8.1.** Trans Sped collects, processes, stores and archives personal data for the purpose of providing qualified trust services required under the legal basis resulting from contractual obligations and from fulfilling its legal obligations to the operator and in accordance with Regulation (EU) No.679 / 2016 and in conditions that ensure the confidentiality of all the information it becomes aware of both when signing the agreement with the user / contract and during its development.

**8.2.** Trans Sped processes personal data in accordance with Art. 5 of the Regulation of the Council of the European Union and the European Parliament no. 679 / 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. Trans Sped implements measures to protect the rights and freedoms of data subjects, designed to ensure the following principles:

- Legality, fairness and transparency;
- Purpose limitations;
- Minimization of data;
- Data accuracy;
- Storage limitations
- Integrity and confidentiality.

**8.3.** The provision of personal data by the User is mandatory in order for Trans Sped to be able to provide the qualified reliable services requested by the User, and the User's refusal to provide this data entails the impossibility

of providing the services.

**8.4.** According to Regulation (EU) no. 910/2014, Trans Sped as a qualified reliable service provider, is obliged to keep all the data that were the basis for issuing a qualified digital certificate for a period of 10 (ten) years and 6 months from the date of expiry of the certificate concerned. After this period, the information and personal data regarding the qualified trust service provided will be destroyed in compliance with the provisions of the legislation in force on archiving. Thus, the User may exercise his right to be forgotten provided that the period during which Trans Sped is obliged to keep the data has elapsed.

**8.5.** Trans Sped as data controller and its agents, as associated operators or proxies will ensure the confidentiality of personal data provided by the User or requested by him, unless the disclosure of such data is made with the prior consent of User given under these Terms, at the request of authorized third parties or for the provision of services by third parties (such as printing and / or sending invoices, debt collection services, etc.). Personal data may also be disclosed to auditors, to third parties who base their conduct on the services provided by Trans Sped and in any other situations duly justified with the prior notification of the User, in order to fulfill the aforementioned purposes and aiming at the priority protection of the User's rights.

Trans Sped reserves the right to process data on a personal basis and for promotional purposes, in compliance with the rights of Users provided by law in this regard. If these operations are carried out by third parties, personal data may be communicated to them. Users may withdraw their consent at any time for the use of their data for promotional purposes, by submitting a written request to Trans Sped, which becomes an annex and an integral part of the general conditions.

Thus, regarding personal data processed for promotional purposes, the User enjoys the following rights:

- a) the right to information;
- b) the right of access to data;
- c) the right to rectify the data;
- d) the right to delete data;
- e) the right to restrict processing;
- f) the right to data portability;
- g) the right of opposition;
- h) the right not to be subject to an individual decision;
- i) the right to go to court;
- j) the right to file a complaint to the National Authority for the Supervision of Personal Data Processing (dataprotection.ro), as a supervisory authority.

**8.6.** The user also has the obligation to maintain the confidentiality, according to the CPS / PC in force at the date of issuing the certificate, published at [www.transsped.com](http://www.transsped.com)

**8.7.** Both Trans Sped and the User will be exempt from liability for the disclosure of confidential information, if:

- a) the information was known to one party before it was communicated by the other party;
- b) the information was disclosed after the written agreement of the owner of the respective information was obtained;
- c) the party who was bound to confidentiality, was legally obliged to disclose that information.

**8.8.** The disclosure of any confidential information to the persons involved in the process of providing qualified trust services, will be carried out in confidence, in compliance with the provisions of Regulation no. 679/2016 and will extend only to those information necessary to carry out the activities of the respective persons.

**8.9.** A third party may only have access to publicly available information in certificates (such as: name, first name, email). The other data provided in the applications sent to Trans Sped will not be disclosed under any circumstances to any third party, voluntarily or intentionally (except as provided by law).

**8.10.** The present conditions of confidentiality will be complemented with the provisions of national and European legislation, regarding the processing of personal data.

**8.11.** The information note regarding the protection of personal data can be consulted at [www.transsped.com](http://www.transsped.com)

## 9. Termination

The present general conditions will cease in one of the following situations:

- a) upon expiry or revocation of the qualified digital certificate;
- b) on the date of rejection of the certificate application;
- c) in case of non-acceptance of the digital certificate qualified by the User;
- d) within 30 (thirty) days of receipt of a notification from Trans Sped, regarding the User's breach of the obligations assumed by the general conditions and if this violation has not been remedied within this period;
- e) in the case of termination of the contract for the provision of qualified reliable services, concluded between Trans Sped and the Beneficiary.



## **10. Availability**

**10.1.** Trans Sped provides the program with the public from Monday to Friday, between 08:00 and 18:00, except for national legal holidays and makes available to Users and any other interested parties, on the phone number 021 210 87 00/021 210 75 00 or by e-mail [supportqca@transsped.ro](mailto:supportqca@transsped.ro), any information regarding the qualified reliable services provided, as well as other related products and services.

**10.2.** Trans Sped guarantees access to the headquarters from Str. Despot Voda, no.38, sector 2, Bucharest, Romania.

## **11. Settlement of disputes**

**11.1.** All disputes or misunderstandings regarding the Contract or its execution will be resolved amicably by the representatives of the Parties, according to the Civil Procedure Code.

**11.2.** In case the amicable settlement of the disputes or disagreements is not possible, their settlement will be carried out by the courts in whose constituency the Trans Sped headquarters is located, in accordance with the Romanian legislation in force.

## **12. Communications**

**12.1.** Any communication between the parties, in order to produce legal effects, will be obligatory in writing, as follows: by email, by mail, courier or recommended letter with acknowledgment of receipt or by fax with confirmation of transmission.

**12.2.** Trans Sped will personally hand to the User the qualified digital certificate stored on the secured cryptographic device and the related documents according to the User's option expressed at the time of submission of the request to Trans Sped as follows:

At Trans Sped headquarters or at the Trans Sped representative's office where the User identification was made.

The general conditions were drawn up in two copies, one for each party, both having the same legal value.

PROVIDER,

USER,

TRANS SPED S.A.  
Through the representative,