
	<b>Изявление относно Инфраструктурата на публичния ключ</b>	<b>eIDAS – PDS</b> <b>For public use</b>
Regulation 910 / 2014 eIDAS	<b>PKI Disclosure Statement</b>	Version – 1.1 10.05.2018

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#### 1. TRUST SERVICES PROVIDER

Name:	"SYSTEM FOR ELECTRONIC PAYMENTS BULGARIA/SEP BULGARIA" JSC
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UIC:	131107204
Headquarters address:	#1, "Zlatovrah" str., 1164, Sofia
e-mail:	<a href="mailto:esign@sep.bg">esign@sep.bg</a>
Telephone:	0700 18 283
Website:	<a href="http://www.esign.bg">www.esign.bg</a>


### 1.1. CERTIFICATION SERVICES

"Electronic Payment System Bulgaria / SEP Bulgaria" JSC ("SEP Bulgaria") is a provider of qualified and non-qualified certification services and is listed on the List of Qualified Certification Service Providers maintained by the Communications Regulation Commission.

Qualified public key certificates are issued by the Qualified Certification Authority "eSign Sep QES CA" within the Qualified Certification Services of SEP Bulgaria. The account and any other limitation of the certified public key certificate issued by eSign Sep QES CA is in accordance with ETSI EN 319 411-2.

### 1.2. CERTIFICATION AUTHORITY CONTACT INFORMATION

Name of the Certification Authority:	Certification Authority of SEP Bulgaria
Customer Service Department:	#1, "Zlatovrah" str., 1164, Sofia
Customer Service Working Hours:	Every working day from 9.30 to 17.30
Customer Service Contact Number:	0700 18 283
Customer Service e-mail:	<a href="mailto:esign@sep.bg">esign@sep.bg</a>
Website:	<a href="http://www.esign.bg">www.esign.bg</a>
Complaints can be submitted to:	#1, "Zlatovrah" str., 1164, Sofia
Competent Authority for Consumer Protection:	Consumer Protection Commission Website: <a href="https://kzp.bg/">https://kzp.bg/</a> Address: 4A Slaveikov Square, floor 3, 4 and 6 Tel. 02/933 0565, Fax 02/9884218

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## 2. PURPOSE, OBJECT, SCOPE AND PUBLICATION OF THE CONTRACT

### 2.1. PURPOSE OF THE CONTRACT

The purpose of the Contract is to arrange the legal relationship between the Provider and the Customer in connection with the provision and use of Authentication Services.

Policies and Practices for Service Provision (collectively, "Policies and Practices") form an integral part of this Statement on Public Key Infrastructure (including the General Terms and Conditions of the Services), hereinafter referred to as the "Contract (s)".

This document is assigned a unique Object Identifier (OID) 0.4.0.1862.1.5

### 2.2. SERVICES, OBJECT OF THE CONTRACT

a) SEP Bulgaria provides its Services free of charge or for remuneration to the Clients, in strict compliance with the Contract with the Client or the applicable legislation.

b) The Services are varied, constantly supplemented and modified with a view to their improvement and expansion, and as a result their number, characteristics and conditions for their provision may be unilaterally changed at any time by SEP Bulgaria.

c) The Services that may be provided by SEP Bulgaria include but are not limited to: certification services for the issuance, maintenance and management of electronic signature certificates for electronic printing; electronic time stamps; electronic identification; electronic mail; Qualified validation of qualified and advanced electronic signatures, electronic stamps, time stamps, secure handing over and authentication of websites;

d) All Services are governed by Policies and Practices. Additionally, provided technically feasible, services from other certification service providers may be used and / or requested by the service providers, provided in accordance with applicable policies and practices of the respective provider.

e) The Services are requested by the Customer.

f) When declaring Services, the Client accepts all applicable Policies and Practices to them and becomes an integral part of the Contract.

### 2.3. SCOPE OF THE CONTRACT

Except as otherwise expressly provided, the Contract shall be concluded for an indefinite period of time.

### 2.4. PUBLICATION OF INFORMATION

SEP Bulgaria publishes on its Website:

a) a list of the types of Devices Compatible with the Services;

b) information on the Services and their current scope;

c) Tariff;


d) Policies and Practices; and

e) guidance on all other relevant technical requirements for the use of the Services.

## 3. CONCLUSION OF THE CONTRACT

### 3.1. CONCLUSION OF THE CONTRACT

a) Once the Client has become familiar with and accepts the terms of the Contract, along with the Policies and Practices. The Client hereby requests SEP Bulgaria to take action on the conclusion of the Contract, an integral part of which is an application for remote issuance of qualified certificate for qualified electronic signature.

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b) With the actions under item 1, the Client agrees to communicate with him by the e-mail and mobile phone number indicated by him at his / her registration, including through IM and Short Text Messaging (SMS). Any successfully sent message to the specified e-mail, mobile number will be deemed to have been duly served, without the need to acknowledge receipt. Successful sending of a message to the Customer will be considered secure and duly served as electronic mail (Advanced or Qualified) within the meaning of the Regulation.

### 3.2. REGISTRATION

The Customer's registration includes the following steps:

- a) Creating security codes (PINs and secret answers to control questions);
- b) Entering personal data;
- c) Identification;
- d) Contact details and confirmation of registration.

### 3.3. CREATION OF SECURITY CODES

- a) The customer selects and enters a PIN. The secret answers to the control questions serve to restore a forgotten PIN, change the PIN, or change the Customer registration information.
- b) The PIN code is secret and is not stored by SEP Bulgaria. It is used to decrypt and remotely access in real time to the private keys of the Customer. The customer is not allowed to provide his / her PIN to third parties. If the Client does so, all statements will be deemed to have been committed by him, with the resulting legal consequences binding his legal sphere.

### 3.4. IDENTIFICATION OF THE CLIENT

The identification of the Customer and the verification of the data provided by him shall be carried out in the following manner:


- a) The Client provides a clear copy of his / her valid identity document to an Authorized Registration Authority (PO). The client confirms the authenticity of the data in the filled in documents by a handwritten signature before an authorized employee or a representative of SEP Bulgaria.
- b) Identification in an office of SEP Bulgaria notarized: copy of valid ID / ID, correctly completed, signed required documents for issuance / management of Qualified Certification Service.

### 3.5. VERIFICATION OF REPRESENTATIVE POWER

- a) In the case of the declaration of Services on behalf of natural persons or legal entities, in addition to the identification of the Client, an automated verification of the legal representative authority on a national identifier (for Bulgarian citizens IDN, respectively UIC / BULSTAT) of the person represented by the Client "Representative person (s)". In the cases where an automated check can not be performed, a document certifying the current status of the Representative under the applicable law shall be submitted, as SEP Bulgaria reserves the right to request the Client's personal appearance and / or presentation of documents certifying his / original or as a notarized copy.
- b) The verification of a contractual representative authority shall be carried out by prior authorization by the Representative or by his / her legal representative who has been identified and used by qualified SEP Bulgaria Services by entering the empowerment in the Register of Empowerments kept by SEP Bulgaria. If the Representative is not a Client of SEP Bulgaria, the empowerment shall be by submitting a copy of a notarized power of attorney to an electronic address specified by SEP Bulgaria or by the Application. SEP Bulgaria checks the validity of the power of attorney with the relevant notary who has certified the power of attorney.

### 3.6. IDENTIFICATION BY THIRD PARTIES

In the event of a relevant contractual relationship between SEP Bulgaria and a third party, the identification of the Client under item 3.5 may be performed by this third party as a representative of SEP Bulgaria.

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### 3.7. CONFIRMATION OF REGISTRATION AND CONCLUSION OF THE CONTRACT

- a) The Client declares to SEP Bulgaria the QCQES issuance service, with a registered National Identifier (PIN) of the Client, and SEP Bulgaria issues to Client QCQES.
- b) The customer completes, signs himself or through a duly authorized representative and provides the documents required by SEP Bulgaria.
- c) The Customer signs the Contract and is deemed to have been concluded and the registration process is completed.
- d) The Contract, signed by the Client and SEP Bulgaria, is sent to the Client.
- e) The text of the Contract is available for storage on the SEP Bulgaria Website: [www.esign.bg/bg/полезно/документи](http://www.esign.bg/bg/полезно/документи)
- f) The contract is concluded in Bulgarian or in English.

### 3.8. QUALIFIED CERTIFICATE FOR QUALIFIED ELECTRONIC SIGNATURE (QCQES)

- a) The QCQES issued in accordance with the Practice and Policy of SEP Bulgaria shall be published immediately in the publicly accessible database with certificates of SEP Bulgaria, without the possibility of public access to it. If the Customer explicitly requests this, he may make a statement by clicking on a relevant checkbox in the "Certificates" menu of the Certificate Control Application.
- b) The issued QCQES has a validity of 3 (three) years from the date of its publication in the SEP Bulgaria Certification Database.
- c) The QCQES issued, besides the mandatory requisites under Regulation (EC) 910/2014, also contains the national identifier of the Client.

### 3.9. CONTRACTUAL RELATIONS WITH REPRESENTED PERSONS

Upon declaring Services on behalf of a Represented person, the Client accepts the terms of the contract and all applicable Policies and Practices applicable to the Services and thus concludes a contract with SEP Bulgaria on behalf of the Represented person.

## 4. CUSTOMER RIGHTS

### 4.1. RIGHT OF WITHDRAW


Pursuant to the Consumer Protection Act, the Customer is entitled, without due compensation or penalty and without giving any reason, to withdraw from a contract concluded from a distance such as the Contract within 14 days from the date of its conclusion. Insofar as the Services are provided fully and immediately upon their request, upon the acceptance of the terms of the Contract and the request for the issuance of the QCQES in accordance with item 3.8, the Customer expressly and in advance agrees and confirms that he knows he will lose his right of withdrawal after the requested QCQES CUPPE has been issued.

### 4.2. RIGHT OF ACCESS TO THE SERVICES

The Customer has the right to access the Services in compliance with the terms of the Contract and the access requirements set by SEP Bulgaria for each type of Service.

## 5. USAGE

Qualified certificates issued by SEP Bulgaria may only be used in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic authentication and trust services for electronic commerce in the internal market and repealing Directive 1999/93 / EC.

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## 6. RELIANCE LIMITS

The financial warranty of SEP Bulgaria in relation to the amounts of individual events is EUR 1 000 000 and the total financial guarantees for all such events cannot exceed the sum of EUR 1 000 000. The financial liability applies for 12-month periods, equivalent to the calendar year.

In order to manage the operation of the SEP Bulgaria system and supervise SEP Bulgaria users and personnel efficiently, all events occurring in the system and having essential impact on SEP Bulgaria security are recorded.

## 7. SUBSCRIBER'S OBLIGATIONS

a) The Customer agrees to adhere to the conditions set by SEP Bulgaria in relation to the particularities of the Services regarding the type of the provisioning regime as well as with respect to any policy adopted by SEP Bulgaria and intended to protect or enhance the quality and the reliability of the Services.

b) The Customer himself provides the necessary equipment, software, access to mobile telephony services and mobile data services for the use of the Services.

c) The Customer undertakes to use the Services:

(1) comply with the Treaty and the applicable law;

2) not to violate any other non-pecuniary or immovable rights, including intellectual property rights;

3) to notify SEP Bulgaria immediately of any case of an offense committed or discovered in the use of the Services; not to impersonate another person or otherwise mislead SEP Bulgaria or third parties as to their identity;

4) provide true, accurate and complete information required by SEP Bulgaria pursuant to the Contract, Policies and Practices and applicable law, upon registration and identification, and any other use of the Services;

5) to verify the completeness and veracity of the contents of the certificates issued and, in the event of a discrepancy between the submitted information and the content of the respective certificate, to immediately notify SEP Bulgaria;

6) discontinue the use of the Services and the issued certificates in the event of any doubt of any PIN code compromise or in case of loss of his Device with the private and public key of the CUPP issued by SEP Bulgaria and immediately file an application for their suspension / blocking / termination to SEP Bulgaria;

7) to notify SEP Bulgaria immediately upon any change in the information provided by it in connection with the use of the Services and to request the immediate termination of the issued certificates in the event of a change in the information included therein;

8) use the Services and the certificates issued by SEP Bulgaria for their intended purpose only;

9) not to commit malicious actions.

d) The Customer is obliged to take all care, to take the necessary measures in order to protect his / her PIN and not to make it known to third parties, as well as to protect his / her Devices. The Customer bears full responsibility for the protection of his / her PIN, as well as for all actions performed by him or by third parties through his / her use.

## 8. SEP BULGARIA'S RIGHTS


a) SEP Bulgaria has the right:

1) at its sole discretion and without giving notice to suspend or temporarily limit the Customer's access to the Services in the presence of data or suspicion that the latter uses the same in violation of applicable laws or the Contract;

2) to require the Customer to process all data necessary for the successful identification and registration of the Customer and for the verification of the data provided by the Client, as well as any additional information necessary for the provision of the Services;

3) to publish in its publicly available certificate database all certificates issued and information contained therein in accordance with the law and the Customer's instructions (as far as they are permissible).

b) SEP Bulgaria has no obligation and the objective ability to control the manner in which and / or the purposes for which the Customer uses the Services provided, nor is it obliged to look for facts and circumstances indicating an illegal activity.

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c) In case of violation of any of the provisions of para. 5, b. "In the above obligations on the part of the Client, SEP Bulgaria has the right to terminate or suspend immediately or without notice the provision of the Services or to terminate unilaterally and without notice the contract, as well as to notify the competent authorities in case of suspicion of illegal actions.

## 9. SEP BULGARIA'S OBLIGATIONS

SEP Bulgaria undertakes:

- a) to provide the Services to the Customer in accordance with the terms of the Contract and the applicable law;
- b) to take immediate action in respect of the suspension, revocation and suspension of certificates issued by him when establishing the relevant grounds;
- c) immediately notify the Client of the circumstances regarding the validity or the reliability of a certificate issued by him / her;
- d) publish and update electronically a publicly available list of certificates which it has withdrawn.

## 10. OBLIGATION FOR THE RELYING PARTIES TO CHECK THE STATUS OF A CERTIFICATE

A trustworthy party using SEP Bulgaria services may be any person who accepts a qualified electronic signature or stamp that relies on the validity of the relationship between the identity of the client and his public key, confirmed by the certifying authorities of SEP Bulgaria.

The Relying Party undertakes:

- (a) verify that an electronic signature or seal has been created by a private key corresponding to a public key specified in the customer certificate issued by SEP Bulgaria;
  - (b) verify that a signed message / document or certificate has not been changed after signing;
- to perform accurate and correct cryptographic operations using the software and devices the security level of which corresponds to the level of sensitivity of the certificate being processed and the confidence level of the certificates applied;
- (c) consider the electronic signature / stamp or certificate as invalid if it is not possible to indicate by means of attached software and devices whether the electronic signature or certificate is valid or whether the result of the verification is negative;
  - (d) trust only those qualified certificates which are used in accordance with the stated purpose and are suitable for the range of feasibility that has been indicated by the relying party and the status has been validated on the basis of valid lists of suspended and discontinued certificates or the Online Certificate Status Protocol (OCSP) service available in SEP Bulgaria.


## 11. CUSTOMER'S RESPONSIBILITY

- a) The Customer is solely responsible for the use of its PIN code as well as for any use of its PIN by third parties. The Customer is solely responsible for the protection of their Device and for any use made by it.
- (b) Customer is obliged to compensate SEP Bulgaria for all damages and damages suffered, including pecuniary sanctions, lawyers' fees and other expenses incurred as a result of actions brought by and / or paid to third parties in respect of breach by The Client's obligations under the Contract, the Policies and Practices and all other documents forming an integral part of the Contract as well as for damages caused by Customer's default under the applicable law country.
- c) The Customer declares and agrees that the use of the Services will be entirely at his own risk and liability and that SEP Bulgaria is not liable for any damages caused to the Customer if they were caused by SEP Bulgaria intentionally or with gross negligence or unless explicitly provided otherwise in law.

## 12. RESPONSIBILITY OF SEP Bulgaria

- a) SEP Bulgaria bears responsibility under Art. 13 of Regulation 910, as well as under the Law on Obligations and Contracts and the Consumer Protection Act, for damages caused intentionally or due to gross negligence of third persons or legal entities - Trustworthy parties not party to the Contract.
- b) SEP Bulgaria bears responsibility under Art. 13 of Regulation 910 as well as under the Law on Obligations and Contracts and the Consumer Protection Act for damages caused intentionally or due to gross negligence of the Client.



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c) SEP Bulgaria shall not be liable to the Customer for damages resulting from incorrect, incomplete or inaccurate data provided by the Customer.

d) SEP Bulgaria is not liable for damages caused by:

- 1) the Software, the Hardware, the Device or other telecommunication equipment, or the loss of data arising from materials or resources sought, uploaded or used in any way through the Services provided;
- 2) an untimely request or non-request by the Customer for the suspension / blocking / termination of the Services and / or the issued certificates of the Client;
- 3) breach of the Customer's obligations under the Contract, the Policies and Practices and in all other documents constituting an integral part of the Contract as well as for damages caused by default of the Client under the current legislation;
- 4) the use of a certificate outside the limits of the purposes stated and limitations of its validity.

e) SEP Bulgaria is not responsible for the availability and the quality of the goods and / or the content of services provided to the Customer by third parties, including the Trustee, the sending of electronic statements to which it is mediated by foreign applications. Insofar as the actions of these third parties are not under the control of SEP Bulgaria, it shall not be liable for the unlawful nature of third party activity or for the occurrence, the guarantee, the execution, the modification and the termination of commitments and commitments in relation to the offered by the third parties goods or services, and is not responsible for any damages suffered and lost profits arising from these relationships.

f) SEP Bulgaria is not responsible for failing to provide the Services in the event of circumstances outside its control - cases of force majeure, incidental events, problems in the global Internet network or in electronic communications networks or in the provision of services outside the control of SEP Bulgaria, as well as in case of unauthorized access or intervention of third parties in the functioning of the Customer's Device.

g) SEP Bulgaria shall not be liable to the Customer and third parties for damages and lost profits resulting from the termination, suspension, modification or limitation of the Services.

h) The parties accept that SEP Bulgaria is not responsible for failing to provide the Services or rendering them with poor quality as a result of tests or prophylaxis performed by SEP Bulgaria for the purpose of checking equipment, connections, networks, etc., as well as tests aimed at improvement or optimization of the Services provided. In such cases, SEP Bulgaria shall notify the Customer in advance of the possible temporary non-provision of the Services or their degraded quality by sending an IM message or a short text message (SMS) and an e-mail to the registered e-mail.

### 13. PRICES. PAYMENT METHOD

a) SEP Bulgaria provides the Services free of charge or for remuneration, as defined in the Tariff for Use of Services, available through the SEP Bulgaria website (the "Tariff") rates. The tariff is available at:

[http://www.esign.bg/ Code/UserFiles/Documents/PriceListwithES\\_01092015.pdf](http://www.esign.bg/ Code/UserFiles/Documents/PriceListwithES_01092015.pdf)

b) SEP Bulgaria reserves the right to unilaterally change the announced prices in the Tariff, subject to the requirements of the applicable legislation. The change in prices does not affect the use of any Services already paid by the Customer.


c) Prices for the use of the Services shall be paid to SEP Bulgaria by the Customer or by the Relying Party in accordance with the arrangements between them.

d) The prices for using the Services are due according to the Tariff:

- 1) for each separate use of the Service; or
- 2) in another way specified in the Tariff.

e) Payment of the Services by the Client may be effected as provided in the Tariff.

### 14. AMENDMENT AND TERMINATION OF THE CONTRACT

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#### 14.1. AMENDMENT OF THE CONTRACT

- a) SEP Bulgaria may unilaterally amend the terms of the Contract by informing the Client of any amendment in accordance with the requirements of the law.
- (b) When disagreeing with the amendment, the Customer may withdraw from the Contract without giving any reason and without indemnity or indemnity. In this case the Contract shall terminate automatically upon receipt by SEP Bulgaria of the Customer's notification under item 11.1, b. "C" unless SEP Bulgaria explicitly states the possibility of continuing to use the Services under the terms and conditions before the change. This rule does not apply where the amendment to the terms of the Contract is the result of an order or instruction from a Competent Authority.
- c) The Client may exercise his / her right under item 11.1, b. "B" by a corresponding statement to SEP Bulgaria within one month after the notification under item 11.1, b. "A". If, within this period, the Customer does not declare that he disagrees with the amendments, he is deemed to be bound by them.

#### 14.2. TERMINATION OF THE CONTRACT

- a) Save in the cases provided for in the Treaty, it shall also be terminated in respect of:
- 1) Suspension or termination of SEP Bulgaria;
  - 2) mutual consent of the parties; or
  - 3) in other cases provided by law.
- b) The Customer may at any time, at its own discretion, discontinue use of the Services and unilaterally terminate the Contract by deleting the device installed on its Device.
- c) Customer is deemed to be informed and agrees that all electronic statements made until the termination or termination of the Contract are automatically dispatched and there is no possibility of suspension or revocation of the Contract, regardless of the subsequent termination or termination of the Contract.
- d) SEP Bulgaria keeps in secure encrypted environments all documents that have been delivered to the Customer through the application for 10 years. The service is available while the Client has an active profile in the SEP Bulgaria system.
- e) If the Client has closed his / her account, the documents are retained if the service for qualified service ("recommended e-mail" within the meaning of the Regulation) is used at the time of service. In this case, the documents are kept until the 10-year period expires.


#### 14.3. STORAGE DOCUMENTS MANAGEMENT AFTER THE TERMINATION OF THE CONTRACT

- a) SEP Bulgaria keeps in a secure environment all documents that have been served to the Customer through the application for 10 years. The service is available while the Client has an active profile in the SEP Bulgaria system.
- b) If the Client has closed down his / her account, the documents are retained if the service for qualified service ("registered e-mail" within the meaning of the Regulation) is used during service. In this case, the documents are kept until the 10-year period expires.

### 15. PERSONAL DATA PROTECTION

#### 15.1. PERSONAL DATA

- a) In so far as in the provision of some of the Services, SEP Bulgaria acts as a person performing public functions and simultaneously as an organization providing public services within the meaning of the LAG in the provision of these Services, SEP Bulgaria does not require the Client to present or prove any collected or created data but is obliged to collect them ex officio from the primary data controller. Upon change of the customer's personal data, the respective primary administrators send the changed data about the Client to SEP Bulgaria.

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b) In connection with the above and in connection with the provision of the Services, SEP Bulgaria has the obligation and / or the right to collect, use, store and otherwise process information about the Customer. The information through which the Customer may be identified may include a name, personal identification number, address, mobile phone number (MSISDN), e-mail, videoconferencing and electronic copies of an ID document, HASH numbers, and any other information which the Customer introduces or provides voluntarily upon registration, activation and use of the Services. The information includes any other information that the Customer enters, uses or provides when using the Services or is generated or otherwise made available to SEP Bulgaria as a result of the Customer's requesting and using the Services.

c) The Client is deemed to be informed and expressly agrees with SEP Bulgaria to process the above mentioned item 12.1, b. "B" information.

#### 15.2. PRIVACY STATEMENT

Customer data is processed by SEP Bulgaria in accordance with the applicable data protection legislation.

#### 15.3. CUSTOMER INFORMATION PROCESSING

a) SEP Bulgaria shall exercise due diligence and shall be responsible for protecting the Customer's information that has become known to it in connection with the provision of the Services, except in cases of force majeure, accidental occurrence or malicious action by third parties.

(b) SEP Bulgaria shall indicate the mandatory or voluntary nature of the provision of the data and the consequences of the refusal to provide it. For the avoidance of doubt, the provision of the data listed in the Contract required for the registration, identification and / or activation of the Application is a mandatory condition for the use of the Services and their failure to provide them constitutes an impediment to successful registration or activation.

c) SEP Bulgaria processes and stores information about the Customer throughout the duration of the Contract. SEP Bulgaria processes and stores information about the Customer after the termination of the Contract within the terms and conditions determined in accordance with the applicable legislation.

d) In the cases when the Customer provides data for third parties of SEP Bulgaria for purposes of using the Services, the Client declares and undertakes to ensure that he has the right to provide the relevant data and is responsible for the proper informing of third parties according to the applicable legislation.

#### 15.4. OBJECTIVES FOR WHICH INFORMATION MAY BE USED


a) SEP Bulgaria collects and uses the information under item 12.1 for the purpose of performing the registration of the Client, for ensuring the secure identification of the Client, for the verification of the data provided by him and his representative authority, for the actions preceding the conclusion of the Contract; at the request of the Client, for the purposes of implementing the Contract, for the provision of the Services and for the proper functioning of the Application, for the fulfillment of the SEP Bulgaria obligations provided for by law, for reproduction and demonstration and any electronic statements made by Customer in the event of a legal dispute or in cases where reproduction or proof of such acts is necessary for the performance of the obligations of the Relying parties or of a third party in accordance with the applicable law to create a secure messaging environment between it and SEP Bulgaria, and for other purposes provided for in the Contract, as well as for statistical purposes.

b) If Customer expressly agrees to do so, Customer agrees to the processing of his or her personal data for direct marketing purposes, in particular for purposes related to the supply of new goods and / or services by SEP Bulgaria or by third party persons, promotions, organizing lotteries, inquiries, surveys and customizing the Services to the Customer's preferences. Customer has the right to withdraw this consent at any time.

#### 15.5. RIGHTS CONCERNING PERSONAL DATA

The Customer has the following rights under the Personal Data Protection Law:

a) a right of access to his personal data processed by SEP Bulgaria;

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- b) the right to rectify and update their personal data processed by SEP Bulgaria;
- c) the right to request the deletion, correction or blocking of his or her personal data, the processing of which does not meet the requirements of the applicable legislation;
- d) the right to request from SEP Bulgaria to notify third parties to whom its personal data have been disclosed of any erasure, correction or blocking of such data, except where this is impracticable or involves excessive efforts for SEP Bulgaria ;
- e) the right to object at any time against the processing of his or her personal data for the purposes of direct marketing; and
- f) the right to be informed before his or her personal data is first disclosed to third parties or used on their behalf for the purposes of direct marketing, and is given the opportunity to object to such disclosure or use.

## 16. RULES ON DATA STORAGE. CONFIDENTIALITY OBLIGATION

- a) SEP Bulgaria undertakes not to disclose any personal information about the Client to third parties - state bodies, commercial companies, individuals, etc., except in the following cases:
- 1) is provided for in the Contract or has received the explicit consent of the Customer upon registration or at a later date;
  - 2) it is necessary to fulfill a regulatory obligation of SEP Bulgaria;
  - 3) information is required by public authorities, judicial authorities or officials who, under current legislation, are authorized to request and collect such information in accordance with statutory procedures;
  - 4) when the disclosure of personal data by SEP Bulgaria is required to protect the rights and legitimate interests of SEP Bulgaria or a Trustee;
  - 5) where information is provided to subcontractors of SEP Bulgaria for activities assigned to them by SEP Bulgaria (personal data processors);
  - 6) in other cases referred to in the Treaty or the law.
- b) The provision of the Service by its nature is related to the receipt, transit, storage, provision and processing of data about the Client through the SEP Bulgaria System to the Relying Parties as well as the exchange of such data between them and SEP Bulgaria in accordance with the applicable legislation; established contractual relations between all the above persons. The Customer is deemed to be aware of the above and expressly agrees that the data will be provided to third parties for the purpose of providing the Services.

## 17. PROCEEDINGS FOR THE SETTLEMENT OF LEGAL DISPUTES


- a) Any disputes arising out of or in connection with this Contract, including disputes arising out of or relating to the interpretation, invalidity, non-performance or termination of the contractual relationship, shall be settled by mutual contract between SEP Bulgaria and the Customer.
- b) If no contract is reached between the parties, the dispute shall be referred to the competent Bulgarian court for settlement. Where the subject matter of the dispute between the parties is property rights, it will be referred for settlement to a competent court in Sofia

## 18. OTHER PROVISIONS

### 18.1. DEFINITIONS

In applying and interpreting the Contract, the terms used will have the following meanings:

- a) **"SEP Bulgaria"** is a joint-stock company with UIC 131107204, with headquarters and registered office in Sofia 1164, #1, Zlatovrah Str., Tel. 070018283, electronic mailing address: [esign@sep.bg](mailto:esign@sep.bg), website: <https://www.esign.bg/>, as a provider of qualified and non-qualified certification services, added on the List of the qualified certification service providers maintained by the Communications Regulation Commission;
- (b) **An Information System (System)** is any separate device or set of interconnected or similar devices which, in the performance of a particular program, provides or one of the elements of which provides automatic data processing.

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(c) Devices are hardware products or parts thereof intended to be interfaced to public electronic communications network interfaces. The devices through which the Services may ordinarily be used are mobile phones or other smart devices that meet the technical requirements for the normal operation of the services.

(d) **A trusted party** means a natural or legal person other than the Customer and a public sector body relying on electronic identification, certification service or other Service provided by SEP Bulgaria.

e) **Client** is a natural person who, in a personal capacity or as a legal or authorized representative of a natural or legal person, uses the Services of SEP Bulgaria;

f) **Malicious actions** are actions or omissions that violate Internet ethics or harm to persons connected to the Internet or associated networks, sending unsolicited messages (unsolicited commercial communications, SPAM, JUNK MAIL), Flooding, Access (HACK), change of identity, execution of actions that can be qualified as industrial espionage or sabotage. replication or destruction of information systems or data arrays (CRACK), sending "Trojan horses" or causing virus installation or remote control systems, disrupting the normal operation of other Internet users and associated networks, performing any actions , which can be classified as a crime or administrative violation under Bulgarian law or other applicable law.

g) **A website** is a component or separate part of a Website.

h) **A random event** is an unforeseeable and unpredictable event at the time of the conclusion of the contract, which is a culpable event or action that lacks the culpable behavior of SEP Bulgaria and renders the provision of the Services impossible.

i) **A server** is a device or a system of connected devices to which, or one of which, is installed system software to perform tasks in connection with storing, processing, receiving or transmitting information.

j) **Tariff** is the price tariff in which the Services and the prices for their use are described;

(k) **Website** is a distinct place on the global Internet network available through its HTTP, HTTPS or other standardized protocol containing files, programs, text, sound, picture, image or other materials; and resources.

l) **PIN code** is a code that is created by the Client and is entered by him / her when using his / her KUEPEP / KUKPeach.

(m) **An electronic signature, an electronic document, electronic identification, certification services, an electronic seal, qualified certificate for qualified electronic signature, advanced electronic signature, a qualified electronic mail order service, and all other terms used in the Contract** have the meaning provided in the applicable regulations, such as but not limited to Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and certification services in electronic commerce on the internal market and repealing Directive 1999/93 / EC ("Regulation 910"), the Electronic Document and Electronic Signature Act ("EDGE"), the Electronic Identification Act (ESA), unless expressly provided otherwise in the Contract.

n) **Services** are all certification and fiduciary services, electronic identification services, information and other services provided by SEP Bulgaria.

o) **IM Messaging** (Instant Messaging Messages) are encrypted messages that are sent to or received through the SEP Bulgaria's Information System (System).


## 18.2. AUDIT OF THE CERTIFICATION AUTHORITY, REPOSITORY AND TRUST MARKS

Conformity Assessment Audits verifying the compliance with the procedural and legal provisions precisely the compliance with the Certification Practice Statement and the Certification Policy are carried out at least once a year.

## 18.3. INTELLECTUAL PROPERTY RIGHTS

a) Intellectual property rights in respect of all software applications and products, databases and other materials and resources in connection with the provision of the Services are protected by the Copyright and Related Rights Act, belong to SEP Bulgaria or the person , has delegated the right to use SEP Bulgaria and cannot be used in violation of applicable law.

(b) The right of the Customer to access the Services does not include the right to copy or reproduce information and to use intellectual property objects unless it is a small amount of information for personal use provided that it is not unduly prejudiced the legitimate

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interests of authors or other holders of intellectual property rights, and in the event that the copying or reproduction is done for non-commercial purposes. Notwithstanding the foregoing, the Customer may not remove the trademark and other trademark rights of any other intellectual property right from the available materials, regardless of whether the holder of the respective rights is SEP Bulgaria or a third party.

**18.4. INVALIDITY OF THE CONTRACT**

The parties declare that in the event that any of the clauses of this Contract prove invalid, this will not invalidate the Contract, any other clauses or parts thereof. The invalid clause will be replaced by the mandatory rules of the law or established practice.

**18.5. APPLICABLE LAW**

All provisions not regulated by the Treaty shall be governed by the provisions of the legislation applicable in the Republic of Bulgaria.

**19. REFERENCES**

- (a) Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic authentication and authentication of electronic communications in the internal market and repealing Directive 1999/93 / EC ("Regulation 910")
- b) Law on Electronic Document and Electronic Signature Law
- c) Electronic Identification Law
- d) eGovernment Law

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