

# General Terms and Conditions of Using QES Portal Services

## 1. Introductory Provisions

1.1 The following trust services are provided through the QES Portal according to the Regulation (EU) No 910/2014 of the European Parliament and of the Council (EU) on electronic identification and trust services for electronic transactions in the internal market (hereinafter referred to as the "**eIDAS Regulation**"):

- a. the service of creating electronic signatures, electronic seals and time stamps,
- b. the service of validating electronic signatures, electronic seals and time stamps (hereinafter referred to as the "**Trusted Services**"),

and paid service:

- c. API access to Trusted services provided through the QES Portal (hereinafter referred to as the "**Paid Service**"),

(hereinafter jointly referred to as the "**Services**" or individually as the "**Service**").

1.2 The provider of the Services is Disig, a.s., with its registered office at Záhradnícka 151, 821 08 Bratislava, company ID (IČO): 35 975 946, Taxpayer ID (DIČ): 2022116976, entered in the Business Register of the City Court Bratislava III, Section: Sa, Insert No.: 3794/B (hereinafter referred to as the "**Provider**").

**Contact Details:** Phone: +421 (0)2 208 50 142, e-mail: disig@disig.sk

**Supervisory Authority:** National Security Authority, Budatínska 30, 851 06 Bratislava, phone: +421 2 6869 1111, e-mail: podatelna@nbu.gov.sk

1.3 The Service is carried out through a web portal available at qesportal.sk, qesportal.eu, qesportal.com and other similar domains of the Provider (hereinafter referred to as the "**QES Portal**").

1.4 The User shall be each person who requests the Service provision from the Provider through the QES Portal as well as any person interested in the Service (hereinafter referred to as the "**User**").

1.5 The present General Terms and Conditions contain rules for providing the Services available through the qesportal.sk, qesportal.eu, qesportal.com and other similar domains of the Provider as well as the mutual rights and obligations of the Provider and the User (hereinafter referred to as "**GTC**" or the "**General Terms and Conditions**").

1.6 The present General Terms and Conditions are compiled on the basis of the valid Policy for the Provision of Trust Services of Disig, a.s. The Services which are

governed by these GTC are non-qualified services, and thus were not subject to conformity assessment in accordance with special regulations.

## 2. Binding Force of these General Terms and Conditions and Conclusion of a Contract

**2.1** The Provider provides Users with the Services solely on the basis of a contract for the provision of Services. The content of the Contract for the Provision of Services is laid down by these General Terms and Conditions.

**2.2** Before using the provided services, the User is obliged to familiarise himself with the content of these General Terms and Conditions and the Privacy Policy and to express his consent by checking the appropriate box, otherwise it will not be possible to submit the request for the Service.

**2.3** The uploading and sending of a document through the QES portal for the purpose of using the Trusted Services (if the condition for granting consent as per para. 2.2 of the GTC is fulfilled) is deemed to be the submission of a proposal for the conclusion of the Contract for the Provision of Services, the content of which is constituted by these General Terms and Conditions.

**2.4** The proposal for the conclusion of the Contract shall be accepted by the Provider, and thus the Contract for the Provision of Services between the Provider and the User shall be concluded at the moment when the relevant Service is provided to the User:

- a. for the Service as per para. 1.1(a) of the GTC, by creating an electronic signature, electronic seal or a time stamp on the required electronic document and its delivery to the User through the QES Portal;
- b. for the Service as per para. 1.1(b) of the GTC, by displaying the verification result to the User;
- c. for the Service as per para. 1.1(c) of the GTC, by paying the pre/invoice sent to the User and enabling access to the Paid Service.

## 3. Price for the Provision of Services

**3.1** The Provider's Services as per para. 1.1(a) and para. 1.1(b) of the GTC are provided on the QES Portal free of charge for both registered and unregistered Users.

**3.2** A User who is interested in a Paid Service shall send the Provider a request for a price quote for the specific Paid Service. The price for the Paid Service is determined by the Provider based on the User's requirements specified in the request for a price quote.

## 4. Character of the Services and Restrictions on their Use

**4.1** The Services are provided "as is", without any express or implied warranty of any kind to the maximum extent permitted by applicable law. The Provider does not provide any express or implied representations or warranties; in particular he does not provide any guarantees of fitness of the Services for a particular purpose.

There is no guarantee on the part of the Provider that the functions contained in the QES Portal will comply with the User's requirements, or that the provision of the Service will be undisturbed and error-free. The User assumes full responsibility and risk for the use of the Service to achieve the results intended by the User.

**4.2** The Service as per para. 1.1(a) of the GTC is an on-demand service intended for creating an electronic signature or seal on an electronic document selected by the User.

**4.3** By using the Service as per para. 1.1(a) of the GTC, a time stamp may be attached to a signed/sealed electronic document. The minimum guaranteed validity period of a time stamp is 365 days.

**4.4** The use of the Service as per para. 1.1(a) of the GTC does not guarantee that the User will create a qualified electronic signature, a qualified electronic seal or a qualified time stamp pursuant to the eIDAS Regulation. The qualified status of the Service's outputs depends on the fulfilment of several conditions laid down by the eIDAS Regulation, which are beyond the Provider's control. The use of the Service as per para. 1.1(a) of the GTC does not guarantee that the electronic signature, seal or time stamp created by it will be usable for the purpose intended by the User and that the Service outputs will have the legal effects intended by the User.

**4.5** The Service as per para. 1.1(b) of the GTC is an on-demand service intended for verifying the validity of an electronic signature, electronic seal or electronic time stamp, which are attached to the electronic document selected by the User. This Service is only provided at a non-qualified level.

**4.6** A statement of the validity or invalidity of an electronic signature, electronic seal or electronic time stamp and other information, if any, which forms the output of the Service as per para. 1.1(b) of the GTC shall each time only apply to the specific time when the verification is performed. The statement as well as any additional information is displayed to the User on the QES Portal and is not provided on a durable medium. The validity and accuracy of the statement and any additional information is limited to the time when it is displayed to the User.

**4.7** The nature and detailed conditions of providing the Paid Service according to para. 1.1(c) are specified in the specific price quote sent to the User.

**4.8** The User is entitled to use the Services only for the purposes for which they are intended according to Article 4 of these GTC and in the usual manner.

**4.9** The Services may be used for electronic documents with maximum size of 4 MB. To access them, it is necessary to use one of the specified supported browsers and to have an electronic signature creation device with the installed drivers.

**4.10** The User is not entitled to use the Trusted Services for electronic documents containing a legal act for consideration with a value exceeding 1 000 EUR.

**4.11** If the User uses the Services or relies on the Service or its features in a manner that is in conflict with the rules set out in Article 4 of these GTC and incurs

damage, the Provider is not liable for such damage in accordance with the eIDAS Regulation. Likewise, the Provider shall not be liable for any lost profit or damage incurred, in any way caused by or arising from the use or inability to use the Services.

## **5. Rights and Obligations of the User**

**5.1** The User undertakes to use the Service in accordance with applicable laws, good morals and these General Terms and Conditions.

**5.2** The User has the right to use the Provider's Service on the basis of the Contract for the provision of Services. The User has the right to use the Service as a registered User, by creating a user account on the QES Portal. User registration on the QES Portal is free. By filling in and sending the registration form, where it is required to provide the necessary personal data, a user account will be created for the User. The User is obliged to fill in his personal data correctly when creating a user account (registering). The User is obliged to keep his contact details up to date at all times.

**5.3** The Registered User is entitled to use the Services according to para. 1.1(b) provided by the Provider through the QES Portal without restriction.

**5.4** The Provider will enable the User to use the Paid Service as per para. 1.1(c) within 3 business days from the date of payment of the invoice for the Paid Service.

**5.5** The User is entitled to use the Paid Service as per para. 1.1(c) for the period for which the Paid Service is paid and until the due date of the invoice for the Paid Service for the following period, unless otherwise agreed by the contractual parties. If the User does not pay the issued invoice for the Paid Service for the following period within its due date, the concluded contract for the provision of the Paid Service is terminated in its entirety and the Provider has the right to deny the User access to the Paid Service.

**5.6** The User may terminate the use of the Paid Service at any time without the right to a refund of the paid fee for the Paid Service or any proportional part thereof. The User must notify the Provider of the termination of the use of the Paid Service no later than 5 business days before the calendar month in which they no longer wish to use the Paid Service.

**5.7** An unregistered User who has not created a user account on the QES Portal cannot use the Services provided by the Provider without restriction; he may use the Services only in a limited amount specified by the Provider. The User will be notified of the exhaustion of the permitted amount of use of the Services and the obligation of the User to create a user account in case of further interest in using the Services.

**5.8** The User of the Service shall retain all rights to the content he sends to the Service. The Provider disclaims the ownership and other rights to the User's content, except for a non-exclusive free of charge transferable license for the use

of the content by the Provider for the purpose of providing and improving the Services.

**5.9** The User shall be solely and fully responsible for the content he submits to the Service. The User may not use the Service for any content which infringes any third-party rights in an inadmissible manner, in particular, the content which is unlawful, threatening, defamatory, represents unfair competition, injurious, offensive, abusive, derogatory, harmful, infringing the right to protect the right relating to personality and privacy, repulsive or racially, ethnically or otherwise improper, scurrilous and obscene, impairing the rights of another person, supporting the conduct which is qualifiable as a criminal offence, infraction or any other administrative delict.

**5.10** The Provider does not check the User's content for viruses, Trojan horses, malware or other malicious codes. Therefore, the Provider is not responsible for any spread of viruses or other malicious codes contained in the User's content.

**5.11** The User undertakes to adequately ensure access to the Service in order to prevent its misuse, in particular to prevent unauthorized access to the Service by a person who is not authorised to do so. The User is obliged to take all necessary measures to prevent the leakage of login data and passwords required for the use of the Service. The User is fully liable for damage incurred by himself, the Provider or third parties in connection with unauthorised access to the Service or leakage of access data.

**5.12** The User has a right to send the Provider a complaint or a motion with respect to the Service by using the contact data specified in para. 1.2 of the GTC. Should the User file a complaint, he is also obliged to suggest the method of handling the complaint. The Provider shall send the User a confirmation of the receipt of the complaint. The Provider will handle the complaint no later than 30 days from its receipt. Complaint handling shall only apply to the description of the defect provided by the User.

**5.13** The User agrees that the Provider may check at any time whether the User uses the Services within the scope of and under the conditions stipulated by these GTC and verify compliance with the GTC. The User is obliged to tolerate the exercise of the right to inspection by the Provider.

**5.14** The User undertakes not to change, block or otherwise disturb, overload the Services of the Provider or harm their reputation or that of the Provider. The User also undertakes not to threaten, disturb, circumvent or break the security of the Services and the technical means of protection used by the Provider, or to obtain personal data from other Users.

**5.15** The provision of Services through the QES Portal occurs within a specific application session identified by a unique identifier, known as sessionId. Within this session, one or more documents may be created by the User or the Service, each identified by a unique identifier, known as documentId. SessionId and documentId identifiers are typically part of URL addresses and possibly also QR codes displayed in the User's web browser. Knowledge of the sessionId and documentId pair grants

access to the document and its content to any (including anonymous) user for the duration of the specific application session. Therefore, it is essential for the User to adequately protect these identifiers during the use of the Services and refrain from disclosing them to third parties. The User bears full responsibility for the security and protection of their sessionId and documentId identifiers, as well as for all activities conducted through their application session.

**5.16** The Provider is not liable for any damages or losses that may arise to the User or third parties due to unauthorized access to documents and their content caused by insufficient protection or disclosure of sessionId and documentId identifiers to third parties by the User.

## **6. Rights and Obligations of the Provider**

**6.1** The Provider grants the User the right to use the Services within the scope determined by these General Terms and Conditions and in accordance with their provisions. In the case of the Paid Service as per para. 1.1(c), this also includes the conditions defined in the price quote.

**6.2** The Provider shall supply Services for each electronic document uploaded by the User individually, normally immediately after receiving a request for the provision thereof.

**6.3** The Provider does not have a right to view or use the User's content submitted to the Service, except for the cases when it is required in relation to provision of the Services. Such cases involve mainly (but not exclusively):

- a. the provision of support to the User;
- b. identifying, preventing or addressing any fraud and other unlawful conduct or technical and security issues;
- c. enforcement of these General Terms and Conditions;
- d. improvement of the Services.

**6.4** The Provider has the exclusive right to make any interventions in the Trusted Services of the QES Portal and the domain on which the QES Portal is operated, including changing their content and terminating their provision, even without prior notice to the User or their consent.

**6.5** The Provider has the right to restrict, discontinue or terminate the provision of the Trusted Services for any reason whatsoever (e.g. necessary administration, maintenance, repairs) or without any reason, without any prior notice to the User or User's consent. The Provider has the right to remove User's content and block the User's access to the Service, in particular in the event of its misuse or suspected abuse by the User or any third person as well as in other cases of material breach of the User's obligations stipulated by the General Terms and Conditions or legal regulations.

**6.6** The Provider guarantees 95% availability of the Paid Service within the respective calendar year. Exceptions include planned and pre-announced downtime for maintenance, repairs, or updates, which will be conducted outside of business hours or in the evening.

**6.7** Within the defined guaranteed availability and fulfillment of other obligations by the Provider in accordance with these GTC, the Provider shall not be liable for situations beyond its control, and therefore excludes any liability of the Provider if such situations directly impact the Provider's operations and the Provider could not prevent them, even with reasonable care. As an example of what kind of situations can be considered as circumstances excluding the responsibility of the Provider, there are mainly events of force majeure and the following circumstances:

- a. strikes organized by third parties that directly affect the Provider's ability to fulfill its obligations,
- b. terrorist attacks affecting the Provider's operations,
- c. wars, civil and military unrest, blockades, uprisings, riots, epidemics, quarantine restrictions, and all aforementioned circumstances occurring directly within the territory of the Slovak Republic and affecting the Provider's ability to fulfill its obligations,
- d. lightning strikes, earthquakes, fires, storms, floods, landslides affecting the Provider's operations,
- e. events resulting in the declaration of a state of emergency or other restrictive measures imposed by public authorities or other institutions directly or indirectly affecting the Provider's operations,
- f. epidemiological measures declared by relevant public authorities.

**6.8** The Provider is entitled to modify these General Terms and Conditions, in particular due to changes in the relevant legislation, changes in the content and scope of the services provided, etc. In the case of any changes, a new full version of the General Terms and Conditions shall be published on the Provider's website along with the date of the most recent change.

**6.9** The Provider reserves the right not to respond to any User's message that contains vulgarisms, maligns, is threatening, insulting, obscene or otherwise contrary to the law or the accepted principles of morality.

## **7. Information for Relying Party**

**7.1** The relying party is any person relying on the output of any of the Services provided. In the case of the Service as per para. 1.1(b) of the GTC, only the User may be the party relying on the Service.

**7.2** The electronic signature, electronic seal or the time stamp that were created based on the Service as per para. 1.1(a) of the GTC:

- a. shall be validated by any relying party. The validation should consist of at least the confirmation of validity or statement of invalidity of the signature, seal or time stamp and, where appropriate, in the determination of their additional properties. The validation can be performed on the QES Portal using validation Service as per para. 1.1(b) of the GTC;
- b. have a limited validity period depending on the validity period of the certificate (in the certification path) used for its creation. The validity period of the electronic signature and electronic seal is limited by the validity period of the certificate used by the User in case that a time stamp was not used. By using a time stamp, the validity and also the verifiability of the signature or the seal may be extended. The validity period of the electronic time stamp is limited by the validity of the

Provider's certificate - the minimum guaranteed validity period of the time stamp is 365 days.

**7.3** The result of the validation of an electronic signature, electronic seal or time stamp that was generated based on the Service as per para. 1.1(b) of the GTC:

- a. may be verified by the User using the validation service provided by another provider;
- b. is not provided on a durable medium and its validity is therefore limited to the time of its display on the QES Portal;
- c. is not the result of a qualified validation service within the meaning of the eIDAS Regulation.

## **8. Limitations to Guarantees and Liability of the Provider**

**8.1** The Provider hereby explicitly notifies the User and the User acknowledges and agrees that:

- a. The information made available through the Service is not binding and has an informative character, is not a recommendation, offer, or proposal to conclude a contract, unless expressly stated otherwise or otherwise laid down by the General Terms and Conditions;
- b. The Services, their outputs as well as any information provided through the Services or the QES Portal are provided without any guarantee; the Provider is not responsible for any defects of the Services nor does he provide the User with any guarantee or other guarantees, inter alia:
  - i. for the continuous, timely, faultless or correct functioning of the Services and the QES Portal, their availability and speed of operation;
  - ii. for the accuracy, completeness or timeliness of the output of the Services and information provided through the Services or the QES Portal;
  - iii. that the output of the Service as per para. 1.1(a) of the GTC will be a qualified electronic signature, a qualified electronic seal or a qualified time stamp attached to the required electronic document;
  - iv. that the output of the Service will be appropriate or usable for the purpose intended by the User.
- c. The User uses the service at his own risk and responsibility and bears all costs for the use of means of distance communication or other technical means necessary for the use of the Provider's Services;
- d. The Provider is not liable for any indirect or contingent losses or damage incurred by the User in connection with the use of the Services or the QES Portal;
- e. The Provider shall not be liable for the damage inflicted upon the User or third parties due to
  - i. the impossibility to use the Service or the unavailability of the Service for any reasons whatsoever, the loss of data, delayed or incorrect data transmission when using the Service or other interruption or delay in the provision of the Service;
  - ii. technical features or the configuration of the hardware or software used by the User;
  - iii. the use of the Service or relying on the Service and its features in contradiction to the characteristics of the Services and the restrictions on their use specified in Article 4 of these GTC;
  - iv. force majeure events.



**8.2** The User acknowledges that the Services are provided without any right to technical support from the Provider. The Provider has no obligation to solve or resolve any User's problems with the use of the Service or access to the Service arising out of any reasons, e.g., due to the hardware or software used by the User. This is without prejudice to the User's right to notify the Provider of these issues as per para. 5.12 and 9.1 of the GTC.

## **9. Liability for defects in the Paid Service and damage arising from the use of the Paid Service**

**9.1** In case of technical issues causing improper functioning of the Paid Service or inability to use the Paid Service for which the User has paid, the User has the right to contact the Provider with a request for remedy (hereinafter referred to as "complaint").

**9.2** The complaint is submitted via email to the Provider's email address - `podpora_qesportal@disig.sk` - and must contain at least the following:

- a. user's identification,
- b. date and time when the error occurred,
- c. application session identifier (sessionId),
- d. description of the error.

**9.3** If the User does not have a Service Level Agreement (SLA) contract with the Provider, the Provider undertakes to process the complaint, which includes the information as stated in the previous section, within 30 business days from the date of reporting the error.

**9.4** The person filing the complaint will be informed about the resolution of the complaint via email sent to the email address provided by them.

**9.5** If the User uses the Paid Service or its features in a manner that contradicts the GTC and incurs damages as a result, the Provider is not liable for such damages. Similarly, the Provider is not responsible for any lost profits or damages incurred, regardless of the cause, arising from the use or inability to use the Paid Service.

**9.6** The User declares that the maximum amount of damage foreseeable at the time of entering into the contract for the provision of the Paid Service, as a possible consequence of the Provider's breach of obligations, or which could be foreseen considering the circumstances known to the User at the time of entering into the contract or which the User should have known with reasonable care, is equal to the amount corresponding to the price for the Paid Service according to the contract and price quote. The price for the Paid Service is considered to be the amount stated in the invoice for the billing period during which the damage occurred.

## **10. Protection of Privacy and Personal Data**

**10.1** With respect to his own use of the Services, the User is solely responsible for the performance of legal obligations (including making any notifications, providing

information or obtaining any consents) arising out of legal regulations in the field of the protection of privacy, security and the protection of personal data.

**10.2** The Provider shall process the User's data and documents in accordance with his Privacy and Cookie Policy.

**10.3** Event logs relating to the provision of the Services shall be kept by the Provider for a reasonably long period of time or for as long as the relevant legal regulations prescribe it.

## **11. Final Provisions**

**11.1** The Contract for the Provision of Services between the User and the Provider, the content of which is laid down by these General Terms and Conditions, is concluded for the indefinite time period. It terminates in cases laid down by law or these GTC.

**11.2** Legal relationships between the Provider and the User shall be governed by the laws of the Slovak Republic. The rights and obligations of the parties expressly not regulated by these General Terms and Conditions shall be governed by the relevant provisions of Act No. 513/1991 Coll., the Commercial Code, as amended, Act No. 40/1964 Coll., the Civil Code, as amended, and of other generally binding legal regulations valid in the Slovak Republic.

**11.3** The courts of the Slovak Republic shall have exclusive jurisdiction to settle any disputes between the Provider and the User. Before referring a case for court or out-of-court settlement, the User should first contact the Provider and try to deal with the situation by mutual agreement.

**11.4** Should any provision, its part or any part of these General Terms and Conditions be or become invalid, ineffective or unenforceable, this shall not affect the remaining part of the relevant provision or of the remaining part of the provisions of the General Terms and Conditions.

**11.5** These General Terms and Conditions may also be executed in other language versions, but only the Slovak version shall prevail and be legally binding in the event of a conflict.

**11.6** The Provider reserves the right to change these General Terms and Conditions. The obligation to notify Users of changes to the General Terms and Conditions is considered fulfilled by publishing them on the QES Portal.

**11.7** The present General Terms and Conditions become valid and effective as of 20.06.2024.