

Subscription Agreement



Security level

Public Document

Important Notice

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1 Parties

FROM ONE SIDE,

Mr. Florencio Díaz Vilches, of legal age, with Spanish Tax Identification Number 37.271.387W, with established residency for the purposes of this agreement in Gran Vía de les Corts Catalanes, 996, Floors 3ª and 4ª, Barcelona.

FROM THE OTHER SIDE,

Subscriber:

Mr. / Mrs.....,
of legal age, with Tax Identification Number., for the purposes of
communication, determines its residence in.....,
Town.....Province.....Country.....,
email.....Mobile phone (country code)(number).....,
Landline (country code)(number).....Fax (country code).....(number).....

And if appropriate, his/her

Responsible for the certificate:

Mr. / Mrs.....,
of legal age, with N.I.F., for the purposes of communications,
establishes residency in.....,
Town.....Province.....Country.....,
Email..... Mobile phone (country code)(number).....,
Landline (country code) (number).....Fax (country code).....(number).....



2 Intervene

Mr. Florencio Díaz Vilches on behalf, in his capacity as Chairman, of ANF Certification Authority, with corporate address in Paseo de la Castellana, 79, Madrid (28046), Spain registered in the Spanish Mercantile Registry of Madrid, Volume 33.744, Folio 155, Section 8, Page: M-607340, Inscription:1 and VAT number B87341228. Hereinafter ANF AC.

Mr./Mrs....., hereinafter the **SUBSCRIBER**.

The **SUBSCRIBER** of the services, takes part in the name and representation of:

.....,
with Tax Identification Number, for the purposes of communications,
establishes its residency in.....,
Town.....Province.....Country.....,
Email..... mobile phone (country code)(number).....,
Landline (country code)(number).....Fax (country code)(number).....

And in appropriate,

Mr./Mrs....., as **CERTIFICATE RESPONSIBLE**, designated by the Subscriber, as the natural person responsible for the use of the certificate, limiting its intervention in the present agreement to the acceptance of the use of the certificate, entrusted by the **SUBSCRIBER**.

Hereinafter, ANF AC and the Subscriber will be jointly referred to as "Parties" and individually as "Party".

The Parties acknowledge to possess enough legal capacity to execute this Subscription Agreement (hereinafter, the "Agreement") and manifest the validity of the statutory powers of their respective representatives, along with the represented companies.

3 Declare

- I.** That **ANF AC**, is a qualified trust services provider in accordance with Spanish Law 59/2003, of December 19th, on Electronic Signature, and Regulation (UE) No 910/2014 of the European Parliament and of the Council of July 23rd, 2014, on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/CE.
- II.** That the activity of **ANF AC**, as a qualified trust services provider, is regulated by the LFE, the Regulation (UE) 910/2014, and as stipulated in its Certification Practice Statement (CPS), the Certification Policies (CP), as well as any additional documents supplied to the **SUBSCRIBER**.
- III.** That **ANF AC** provides the following services (hereinafter, "Trust Services"):
- a) Service of certification, issuance, revocation and renewal of qualified certificates, and ordinary certificates without the legal consideration of recognized certificates, in accordance with Spanish Law 59/2003, of December 19th, on electronic signature.
 - b) Electronic time-stamp service, which allows its users to obtain a guarantee that determines with complete certainty that the information existed at a specific moment of the time.
 - c) Service of creation, verification, and validation of electronic seals.
 - d) Service of Confirmation of Validity and Certificate Validation Service, which allows its users and relying parties to verify the validity, integrity and authenticity of the certificates issued.
 - e) Electronic signature conservation service, which aims to increase the reliability of electronic signature data beyond the technological validity period.
 - f) Certified electronic delivery service, which allows the transmission of data between third parties by electronic means.
 - g) Website authentication service, issuance of a web site authentication certificate.
- h) That the **SUBSCRIBER** knows the Trust Services offered by **ANF AC**, and wants to use them.
- i) That the **SUBSCRIBER** understands and accepts the fees associated with these Trust Services, which are permanently posted and updated on the website <https://www.anf.es/en/SL>.
- j) That the **SUBSCRIBER** receives in this act a Signature Creation Device approved by ANF AC, with the security qualification chosen by the user and always appropriate to the type of certificate requested, in which it is stored a copy of:
- ANF AC Certification Practices Statement.
 - Time Stamping Authority Policy and Practices Statement of ANF AC.
 - Certification policies published by ANF AC.
 - ANF AC Electronic Signature Policy.
 - Spanish Law 59/2003, of December 19th, on Electronic Signature.
 - Regulation (UE) 910/2014.
 - Terms and Conditions for Time Stamp Services

- Terms and Conditions for the Use of Certificates and Services

The Subscriber is warned that these documents are reviewed periodically and are subject to modifications. The Subscriber has the obligation of obtaining the latest and valid version in <https://www.anf.es/en/SL>.

Furthermore, the Subscriber and, where appropriate, the Certificate Responsible, is warned that, in the certificates of Public Employee, Public Administration Electronic Seal, Electronic Headquarters and EV Electronic Headquarters, all of them of Medium Level or High Level, will be issued per the device used by the subscriber to activate their keys. The use of secure signature creation devices (SSCDs) is an essential requirement in High Level certificates. In the case that a High-Level certificate is required, it is the responsibility of the Subscriber or, where appropriate, of the Certificate Responsible, to ensure that the device used is SSCD.

- k) All ANF AC'S documents are published and available on the website <https://www.anf.es/en/SL>.
- l) Both Parties agree the implementation of this Agreement subjected to the following:

4 Clauses

1. OBJECTIVE

- 1.1 The objective of this Agreement is to regulate the contracting of the Trust Services that the **SUBSCRIBER** has requested to **ANF AC**, as stated in the APPLICATION FORM that, duly completed, and signed, is attached to this Agreement as Annex II.

2. REGULATION

- 2.1 The relationships arisen between **ANF AC** and the **SUBSCRIBER** within the framework of the electronic certification system of this Qualified Trust Service Provider, shall be governed by this Agreement, by the corresponding Certification Practices Statement (CPS), and the specific Policy of the certificate and/or contracted service.
- 2.2 Both the CPSs and Certification Policies are public documents which are permanently available in the URL <https://www.anf.es/en/SL>.

3. SUBSCRIBER'S OBLIGATIONS

- 3.1 Provide accurate and up-to-date information on the processing of the Trust Service requests. If, during the processing time, there is a substantial variation of the data provided, immediately notify **ANF AC**, and cease its use.
- 3.2 The express authorization for the capture and conservation of the **SUBSCRIBER**'s biometric data and other personal data that is necessary for the correct provision of the service.
- 3.3 All documents submitted to process the requested Trust Services are original, or legalized copies, and valid.
- 3.4 Do not allow the intervention of third parties in the process of the signature creation data generation, nor in the selection of signature activation data [PIN].
- 3.5 Properly guard the Electronic Signature tools, and maintain the absolute confidentiality of the signature activation data [PIN].
- 3.6 In case of suspicion of improper use of the signature device, or loss of privacy of signature activation data [PIN], the **SUBSCRIBER** shall immediately notify **ANF AC**, and shall not use it once notified.

- 3.7 Adapt the use of the contracted Trust Services to the permitted uses in accordance with what is established in the Certification Policy, the CPS to which they are associated and the applicable legislation.
- 3.8 Pay the corresponding fees of the requested Trust Services.
- 3.9 Declares to know and accept that the electronic signature has the same legal effect and validity as the handwritten signature.
- 3.10 Accepts that all electronic communications authenticated using the electronic signature generated with signature activation keys have the same legal effect, validity, and binding force as a duly authenticated written communication.
- 3.11 In case of revocation of the Trust Service, it is obliged to cease its use.
- 3.12 The **SUBSCRIBER** undertakes to verify the correspondence of the certificate with the request made. For this purpose, it will use the corresponding signature creation device. In the case that the verification has a negative result, **ANF AC** shall be informed.
- 3.13 Use the certificate respecting the restrictions imposed by the Certification Policy, the Electronic Signature Policy, and the CPS.
- 3.14 The **SUBSCRIBER** requests in this act the activation of the time-stamping service.
- 3.15 The **SUBSCRIBER** undertakes to provide all information and additional documentation required by **ANF AC** related to the request of the Trust Service, if the refusal to provide such information or additional documentation, will imply to **ANF AC** the impossibility of providing the contracted Trust Service, without this supposing the renunciation of the expected fees, which must be paid without delay by the **SUBSCRIBER**.

4. REFUSAL

- 4.1 The **SUBSCRIBER** declares that he has informed the RA Operator about all his requests for Trust Services that have resulted in denial of service, as well as the causes that have motivated such denial.
- 4.2 A PKI system is developed within a framework of mutual trust and in a bona fide relationship. The **SUBSCRIBER** declares that it does not have nor has had a conflict of interest with **ANF AC** or members of its Governing Board.
- 4.3 The request for Trust Services is prohibited to persons or entities that have a direct relationship, or indirect dependence with entities, that are a competition to **ANF AC**. In the

event of processing with manifest falsity, the **SUBSCRIBER** shall indemnify **ANF AC** with FIFTY THOUSAND EUROS (50.000 €) as a penalty.

5. PROVISION OF SERVICES, OBLIGATIONS-RESPONSIBILITIES OF THE CA

- 5.1 **ANF AC** provides the Trust Services in accordance with the provisions of the CPS, the specific Policy, the Spanish Law 59/2003, on Electronic Signature, and Regulation [EU] 910/2014 of the European Parliament.
- 5.2 Is liable for negligence or lack of due diligence in accordance with the terms of this Agreement, except in the cases of limitation of liability established in the ANF AC CPS, in its Policies and in the Terms and Conditions document.
- 5.3 By accepting the provision of Trust Services by **ANF AC**, the **SUBSCRIBER** undertakes to hold harmless, and indemnify **ANF AC**, if appropriate, of any act or omission that causes damages, losses, debts, procedural expenses or of any kind, including professional fees, in which **ANF AC** may incur, that are caused by the use or publication of the Trust Services and that arise from any of the causes foreseen in the CPS or in the Policies applicable to the requested certificate, Terms and Conditions and the Subscription Agreement.
- 5.4 **ANF AC** will not be able to modify a certificate that has already been issued.
- 5.5 **ANF AC**, in accordance with the functions assigned to it by this Agreement, shall guarantee at all times the logical and physical security of the certification processes that must be carried out.
- 5.6 **ANF AC** guarantees that at request of the **SUBSCRIBER** will proceed to the revocation of the Trust Service.
- 5.7 **ANF AC** limits its liability in the provision of its electronic certification services. This limitation is outlined in the QcLimitValue (OID 0.4.0.1862.1.2) of the electronic certificate, and/or the Certification Policy associated with it.
- 5.8 **ANF AC** shall keep registered all the information and documentation related to the certificates issued and the certification practices statements valid at any moment, for a period of fifteen (15) years counting from the moment of their issuance, so that the signatures made with the same can be verified.
- 5.9 **ANF AC**, in accordance with article 18, c) of Law 59/2003 on Electronic Signature, guarantees the publication of revoked certificates lists, which are freely accessible through the website <https://www.anf.es/en/SL>.

The update periods for the revoked certificate lists are specified in the CPS and Certification Policy to which each type of certificate is submitted, furthermore, in the field of the CRL is specified the deadline of the next update.

5.10 **ANF AC**, shall not be responsible:

- a) In the cases provided in Art.23, of the LFE.
- b) For any direct or indirect, special, incidental, or emerging damages; loss of data, moral or punitive damages, predictable or unforeseeable arising from the use, distribution, license, operation of certificates, electronic signatures or any transaction based on electronic certificates issued by any of the hierarchies of **ANF AC** or Trust Services provided by **ANF AC**.

6. CONDITIONS OF THE SERVICE

6.1 For the provision of Trust Services, **ANF AC** has published operating and safety standards, such as the CPS. Likewise, the relations with third parties and entities that collaborate with **ANF AC** are formalized through the corresponding written contractual agreement.

6.2 **ANF AC** has informed the **SUBSCRIBER** of this document and has provided information about the following extremes:

1. The obligations of the signatory, the manner in which must be guarded the signature creation data and the procedure to be followed to report the loss or possible misuse of such data and certain electronic signature creation and verification devices which are compatible with the signature data and with the certificate issued.
2. Mechanisms to ensure the reliability of the electronic signature of a document over time.
3. The method used by the provider to verify the identity of the signatory or other data contained in the certificate.
4. The precise conditions of use of the Trust Services, its possible limits of use and the way in which the provider guarantees its patrimonial responsibility.
5. The certifications obtained by the qualified trust services provider and the procedures applicable for the extrajudicial resolution of the conflicts that could arise by the exercise of the provision of Trust Services.
6. The rest of information contained in the Certification Practices Statement.
7. **ANF AC** undertakes to provide, at request of the third parties affected using the Trust Services, the information mentioned in the previous bullet points.

6.3 The validity of electronic certificates is for a period of two (2) years counted from the time of its issuance.

6.4 The revocation of a certificate has irreversible effects, causing its definitive cancellation.

7. PLACE OF PROVISION OF THE ACTIVITY

- 7.1 The place of fulfillment of the obligations related to the Trust Services and, if appropriate, the licenses for the use of software, is the registered office of **ANF AC**.

8. SOFTWARE LICENSE

- 8.1 **ANF AC** grants the **SUBSCRIBER**, on a non-exclusive and non-transferable basis, a license to use copies of the software received from ANF AC for the operation of the signature device where applicable, and the remaining services included in the software.
- 8.2 It is absolutely forbidden, unless expressly authorized in writing by **ANF AC**, to submit the signature device or any software to reverse engineering techniques.

9. USE OF THE NAME AND THE CORPORATE IMAGE OF THE PARTIES

- 9.1 The Parties grant each other, on a non-exclusive and non-transferable basis, a license to use the different elements of their corporate image, including distinctive signs, logos, and trademarks by each Party, exclusively in marketing materials, advertising, information on products and services, packages of products and services, web pages that use the products and services of the Parties, as well as on the signature devices and documentation used in the certification procedures.
- 9.2 The use of the elements of the corporate image of each Party must always be adjusted to the corresponding corporate image manual, as well as to the instructions of each Party.
- 9.3 No Party grants to the other Party any right over the trademark, trade name, business name or good business practices of each Party except the rights set forth in this Agreement.
- 9.4 No Party may remove or destroy any indication concerning copyright, patents or trademarks contained in any product, electronic service, or documentation of any kind.

10. FEES

- 10.1 The fees for the Trust Services provided by **ANF AC** are published in the URL <https://www.anf.es/en/SL>.

11. DATA PROTECTION

- 11.1 **ANF AC**, in the treatment of the personal data that it requires for the development of its activity as a qualified trust service provider, is subjected to the provisions of the Spanish

Organic Law 15/1999 on personal data protection, to the Spanish Royal Decree 1720/2007 of development of the mentioned Law, and the Spanish Law 59/2003 on Electronic Signature.

- 11.2 The **SUBSCRIBER** knows that the information of personal data provided to **ANF AC**, as well as the biometric data obtained by **ANF AC**, will be incorporated into an automated file whose responsible is **ANF AC**. This data will be kept during the necessary time for the correct provision of the service.
- 11.3 The **SUBSCRIBER** expressly authorizes to the capture and storage of its photographic image, fingerprints, and biometric data, to guarantee the provision of the requested Trust Service.
- 11.4 The **SUBSCRIBER** expressly authorizes the publication of the public part of his electronic certificates.
- 11.5 The **SUBSCRIBER** must defend, indemnify, and hold **ANF AC** harmless from any loss or damage resulting from an infraction attributable to the **SUBSCRIBER** in the matter of personal data protection.
- 11.6 Likewise, the rectified or canceled data related to revoked certificates will be maintained by ANF AC for a period of 15 years, in accordance with the provisions of Art. 20.1 f) of the LFE.

12. DIVISIBILITY OF GENERAL CONDITIONS

- 12.1 The clauses of this Agreement are independent from each other, which is why, if any clause is held to be invalid or unenforceable, all other clauses in this document will continue to be applicable, unless otherwise agreed by the Parties.

13. GOVERNING LAW AND JURISDICTION

- 13.1 This Agreement shall be governed by and construed in accordance with Spanish law.
- 13.2 Both Parties agree that any dispute arising from this Agreement or legal act, as well as those arising or relating to it, including any question relating to its existence, validity, termination, interpretation, or execution, shall be finally settled by Arbitration, administered by the Business Distribution Council Arbitration Court (TACED), in accordance with its Arbitration Rules valid on the date of submission of the request for arbitration. The Arbitral Court designated for this purpose shall consist of a single arbitrator and the place of the arbitration and substantive law applicable to the settlement of the dispute, shall be those corresponding to the address of the TACED.
- 13.3 If, for any reason, it is not possible to settle the dispute through the arbitration procedure

outlined in the previous section, the Parties, waiving any other jurisdiction that may correspond, submit for the resolution of any conflict that may arise between them to the courts of the city of Madrid, waiving their own jurisdiction if different.

Both Parties, in proof of conformity with each and every end set forth in this Agreement, sign it, in duplicate and for one sole purpose, in

Barcelona, at 2016.

Subscriber Signature
In the presence of the RA Operator.



Annex I Particular Conditions

Electronic invoice with executive title character

With support in the art. 2 ter of the Spanish Law 56/2007, of December 28th, on measures to boost the information society, included by the Law 25/2013, of December 27th, on Promotion of Electronic Invoice and creation of accounting invoice register in the Public Sector, ANF Autoridad de Certificación [ANF AC]] and the services Subscriber, expressly agree that the electronic invoices issued by ANF AC due for the electronic certification services provided by ANF AC, or other services provided to the Subscriber by member entities of the ANF AC Cluster, will be of an enforceable title, circumstance that shall be stated in the invoice, serving the signature at the bottom as the Subscriber's acceptance, understanding the present document as annexed to the invoice for the purposes of art. 2 ter of the Spanish Law 56/2007.

Barcelona,

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SUBSCRIBER Signature

In the presence of the RA Operator

