



Terms and Conditions for the Use of Qualified Certificates of Centralized Signature and Services Usage



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Security Level

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1 Definitions and Version Information

1.1 Version information

Date	Version	Modifications
22/03/2017	1.0	Initial Version
18/04/2017	1.1	Recommendation from eIDAS auditor

1.2 Definitions and acronyms

Agreement	Subscription Agreement signed between ANF AC and the Subscriber for the use of ANF AC's centralized services.
ANF AC	ANF AC Malta Ltd (hereinafter, ANF AC) is a corporate entity, duly registered with the Maltese Registry of Companies, with registration number C75870 and VAT number MT 23399415.
CA	Certification Authority
Centralized Electronic Signature Certificate	It is a certificate of electronic signature created remotely in an environment of creation of electronic signature managed by ANF AC in the name of the signer.
Certificate Responsible	Natural person duly authorized by the subscriber to guard and make use of the signature creation data.
CP	The Certificates of Centralized Electronic Signature are issued, as they case may be, per the following Certification Policies: <ol style="list-style-type: none">1. Certification Policy for Natural Person Class 2 Certificates2. Certification Policy for Legal Representatives of Legal Persons, Legal Representatives of Entities without Legal Personality, and Legal Representatives of Soles and Joint and Several Directors Certificates
CPS	Certification Practice Statement of ANF AC.
eIDAS	Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC
Parties	On the one side, ANF AC, and on the other the Subscriber, the Subject and the Certificate Responsible.
Policy Disclosure Statement	A set of policies and practices statements of a CA regarding the operation of its PKI.
Public Key Infrastructure (PKI)	Set of people, policies, procedures, and computer systems necessary to provide authentication, encryption, integrity, and non-repudiation services, by using cryptography of public and private keys and electronic certificates
Qualified Trust Service	It is a trust service that meets the requirements established in eIDAS and, within the scope of this PKI, it is provided by ANF AC as a Qualified Trust Service Provider.



	The service of Certificates of Centralized Electronic Signature is provided by ANF AC with the consideration of Qualified Trust Service.
Qualified Trust Service Provider	It is a trust service provider which provides one or more qualified trust services to whom the supervisory body recognizes the consideration of qualified.
Relying Party	All natural or legal persons, entities, or organizations, corporate or Public Administrations, which voluntarily rely on the electronic certificates, on the electronic signatures generated by the service of centralized electronic signature in centralized devices of ANF AC.
Subscriber	The individual who requests ANF AC the issuance of a certificate of centralized electronic signature, and that has signed an Agreement.
Terms and Conditions	This document, which describes the rights, obligations and responsibilities of the Subscriber and Relying Party while using or trusting ANF AC's Centralized Electronic Signature Certificate. The Terms and Conditions are part of the Agreement.
Trust Service	Described in the eIDAS as an electronic service normally provided for remuneration which consists of: <ul style="list-style-type: none"> - the creation, verification, and validation of electronic signatures, electronic seals or electronic time stamps, electronic registered delivery services and certificates related to those services, or - the creation, verification, and validation of certificates for website authentication; or - the preservation of electronic signatures, seals or certificates related to those services
Website	https://www.anfacmalta.com
Working Hours	The working hours are from 9am to 6pm on business days.

2 General Terms

- 2.1 The issuance of Centralized Electronic Signature Certificates by ANF AC has been design, developed and managed in compliance with the requirements established in eIDAS, and the LFE. In addition, ANF AC's PKI follows the ETSI EN 319 411-2 (Part 2: Requirements for Trust Service Providers issuing EU Qualified Certificates), ETSI EN 319 411-3 (Part 3: Policy Requirements for Certification Authorities issuing public key certificates), ETSI EN 319 412 Electronic Signatures and Infrastructures (ESI), RFC 3739 (Internet X.509 Public Key Infrastructure: Qualified Certificates Profile) standards.
- 2.2 The Terms and Conditions describe the main policies and practices followed by the CA and established in the CPS.
- 2.3 The Terms and Conditions provide the conditions of use of Centralized Electronic Signature Certificates and are binding for the Subscriber while using them. Furthermore, provide the conditions for using the remainder services provided by ANF AC.
- 2.4 The Subscriber and ANF AC ratify an Agreement, which includes the Terms and Conditions, where all the specific conditions for using the Centralized Electronic Signature Certificates is detailed. In case of conflict between the Agreement and the Terms and Conditions, the provisions of the Agreement shall prevail.
- 2.5 Once the Agreement has been ratified and verified by the Issuance Report Manager, ANF AC will issue the Centralized Electronic Signature Certificate to the Subscriber.
- 2.6 ANF AC will issue the Centralized Electronic Signature Certificates and the Subscriber agrees to use it in accordance with the terms defined in the Agreement and this Terms and Conditions.
- 2.7 The Subscriber undertakes to review and comply with the conditions of use, principles, and technical specifications of the Centralized Electronic Signature Certificates.
- 2.8 ANF AC has the right to modify the Terms and Conditions at any time if it has a justified need to do so. The modified Terms and Conditions together with the date of application, is published 30 days before its electronic application on the Website.

3 Centralized Electronic Signature Certificate, Validation Procedures, and Limitation of Use

3.3 ANF AC issues Qualified Centralized Electronic Signature Certificates in accordance with eIDAS. This modality of certificate is subject to the corresponding PC per characteristics of the Subscriber, natural person, or legal representative, which have a unique OID identifier that identifies it. Documentation published on the Website.

3.4 ANF AC issues the following types of Centralized Electronic Signature Certificates:

- Natural Person Class 2 Certificate
- Legal Representative for Single, and Joint and Several Director Certificates
- Legal Representative of Legal Person Certificate
- Legal Representative of Entity without Legal Personality Certificate

The Centralized Electronic Signature Certificates may be in the possession and use of a legal representative or Certificate Responsible. It is noted that in accordance with Article 6, section 2 of Law 59/2003, of December 19th, of electronic signature (per the Final Provision 4.2 of Law 25/2015, of July 28th):

"The signatory is the person who uses a signature creation device and acts on his own behalf or on behalf of a natural or legal person that he represents."

3.5 ANF AC issues the following Centralized Electronic Signature Certificates with the OID specified:

- Natural Person Class 2 Certificate:

1.3.6.1.4.1.18339.3.4.1.5.22

- Sole and Joint and Several Directors Legal Representative Certificate:

1.3.6.1.4.1.18339.2.5.1.13

- Legal Person Legal Representative Certificate

1.3.6.1.4.1.18339.2.5.1.14

- Entity without Legal Personality Legal Representative Certificate:

1.3.6.1.4.1.18339.2.5.1.15

The PKI's Governing Board on January 1, 2017 approved the creation of the service of Qualified Certificates of Centralized Electronic Signature. This service will allow remote access to Centralized Electronic Signature Certificates, making it possible to use the qualified electronic signature creation device that contains them, and ensuring that only the signatory has exclusive control over the use of his signature creation data, that the use of the device complies with the requirements of the qualified electronic signature and, that the signature creation device used, complies with the requirements established in Article 30.3 of eIDAS and is therefore included in the list of qualified devices maintained by the European Commission in compliance with Articles 30, 31 and 39 of eIDAS.

<https://ec.europa.eu/futurium/en/content/compilation-member-states-notification-sscds-and-qscds>



- 3.6 The CP to which the issuance of each type of Centralized Electronic Signature Certificates is subjected, details the validation process followed by ANF AC prior to the issuance of the Certificate and the return process. The proof of possession of the private key and the process of acceptance of the Certificate, is defined in the CPS of ANF AC.
- 3.7 The Subject, Subscriber, and Certificate Responsible undertake to make proper use of the Centralized Electronic Signature Certificates, in the relationships they maintain with Relying Parties, in accordance with the authorized uses in the 'Key Usage' and 'Extended Key Usage' field of the Centralized Electronic Signature Certificates, with the limitations of usage contained in the Centralized Electronic Signature Certificates and, in addition, assuming the limitation of liability contained in QcLimitValue OID 0.4.0.1862.1.2.
- 3.8 Centralized Electronic Signature Certificates are issued with SHA-256WithRSAEncryption or higher signature algorithms, and 2048-bit or larger RSA key length.
- 3.9 The maximum validity time of the Centralized Electronic Signature Certificates issued by ANF AC is five (5) years,

4 Principles of Use of the Validity Confirmation Service of the Certificate Validation Service

- 4.1 The validity confirmation service is the issuance of a confirmation signed by ANF AC regarding the validity of the issued Centralized Electronic Signature Certificates, which allows the Subscribers, Subjects, Certificate Responsible and Relying Parties verify the validity, integrity, and authenticity status of such Centralized Electronic Signature Certificates.
- 4.2 The use of the validity confirmation service and the certificate validation service of the Centralized Electronic Signature Certificates is done in accordance with the protocol defined in RFC 6960 or more recent.
- 4.3 The technical parameters and service certificates of the validity confirmation service and the certificate validation service are published on the Website.

5 Principles of Use of the Centralized Electronic Signatures Confirmation Service

- 5.1 Electronic signature verification service aims to extend the reliability of electronic signature data beyond the technological validity period.
- 5.2 The use of the electronic signature confirmation service is performed per norms and standards generally recognized.
- 5.3 The service is based and its use is subjected to the CPS of ANF AC and to the corresponding CP. These documents are available on the Website.

6 Obligations Relating to the Use of the Qualified Certificates of Centralized Electronic Signature

- 6.4 The Subscriber agrees to review and comply with the Terms and Conditions for the use of the Centralized Electronic Signature Certificates. These are detailed in the corresponding CP and CPS. These documents can be found on the Website.
- 6.5 The Subscriber agrees on the correct use of the Centralized Electronic Signature Certificates and to implement measures to ensure the conformity of the request with the permitted uses and to accept the restrictions imposed on them by ANF AC.
- 6.6 The Subscriber agrees to pay the fees corresponding to the requested certificates and services.
- 6.7 The Subscriber agrees to cease the use of the Centralized Electronic Signature Certificates in case of its revocation.
- 6.8 The Subscriber undertakes to apply measures to prevent access to the Centralized Electronic Signature Certificate by third parties.
- 6.9 If the Subscriber and the Subject are not the same entity, the Subscriber shall inform the Subject of the obligations applicable to the Subject, namely:
- a) The information presented to ANF AC is accurate and complete, in accordance with the requirements of the CP and CPS, particularly regarding registration.
 - b) The loss of validity of any information included in the certificate must be communicated without delay to the CA.
 - c) The key pair is only used in accordance with the limitations notified to the Subscriber
 - d) The signature activation data is kept in private custody.
 - e) The Subscriber, at the time of requesting his/her certificate, provides mailbox addresses of his trust that are under his exclusive control, email, and mobile phone number. In these mailboxes ANF AC communicates, among other things, the value of double authentication used in the remote signature system, so in case of change of address or number, loss, theft, or mere suspicion of risk of any of them, he/she must inform the CA without delay.
 - f) Notify the CA without delay if any of the following occurs before the end of the certificate life cycle:
 - i. If signature activation data has entered a risk state, or
 - ii. If you suspect that the private key has been potentially compromised, or control over the Subject's private key has been lost due to compromise of activation data (e.g. PIN code) or other reasons;
 - iii. There are inaccuracies or changes in the content of the certificate
 - g) After the commitment of the private key, its use will be interrupted immediately and permanently.
 - h) Certificates should be used for their own role and purpose, and may not be used for other roles and for other purposes. Similarly, the certificates should be used only in accordance with applicable law, especially considering the existing import and export restrictions on cryptography. In case of Centralized Electronic Signature Certificates to sign electronically (non-repudiation and commitment with the signed), to carry out processes of identification and authentication before computer systems.

6.10 By using the Centralized Electronic Signature Certificates, the Subscriber guarantees that the personal data of Subjects are protected in accordance with the law.

6.11 When creating electronic signatures, the Subscriber must ensure the following:

- a) Validity confirmation is obtained immediately;
- b) Measures to unambiguously interpret electronically signed data are applied;
- c) Users can determine the authenticity of electronically signed data and attributes added to the signature if any (location of the signature, position/resolution);
- d) The data provided to the Subject before the electronic signature correspond to the data that will be signed;
- e) The Subjects have access to the electronically signed document created through the electronic signature process.

7 Scheduled and Unscheduled Interruptions

- 7.1 ANF AC shall notify at least fifteen (15) days in advance to the Subscriber about the scheduled interruption of the services that may affect the Centralized Electronic Signature Certificates, by e-mail and/or publication on the Website, including the reasons and estimated time of restoration of such services.
- 7.2 ANF AC shall ensure that the scheduled interruption of the services that affect the Centralized Electronic Signature Certificates:
- a) Does not exceed 2 times per natural month;
 - b) Does not exceed 12 times a year;
 - c) Is produced between 23:00 pm and 06:00 a.m.;
 - d) Is up to 3 hours at a time and up to 6 hours a month.
- 7.3 ANF AC shall notify the Subscribers about unscheduled interruptions as soon as possible, by email and/or publication on the Website.
- 7.4 ANF AC shall ensure that the duration of unscheduled interruptions of the services that affect the Centralized Electronic Signature Certificates do not exceed:
- a) 45 minutes at a time during Working Hours and 90 minutes in total per calendar month;
 - b) 3 hours at a time outside Working Hours and 6 hours in total per month.
- 7.5 The malfunction of the services that affect the Centralized Electronic Signature Certificates is a situation in which the number of failed requests during one of the periods described in clause 7.4 is less than 10% from the total requests of the Service. The malfunction of the service is not considered an unscheduled interruption of the Service.

8 Suspension of services

- 8.1 ANF AC shall notify the Subscriber about any need to suspend the service that affect the Centralized Electronic Signature Certificates within a reasonable period. These services shall be suspended after the Subscriber does not rectify the reasons for the suspension of the service within the period established by ANF AC.
- 8.2 ANF AC is entitled to suspend the services that affect the Centralized Electronic Signature Certificates of the Subscriber without prior notice in the following cases:
- a) The Subscriber breaches the Terms and Conditions and the Agreement.
 - b) The Subscriber has a delay of ten (10) natural days in the payment of an issued invoice;
 - c) The actions of the Subscriber suppose a risk to the operation of the services and their availability to other Subscribers.
 - d) The actions of the Subscriber suppose a risk to the operation of the structure of ANF AC.
- 8.3 The Subscriber agrees to notify ANF AC of the rectification of the reasons for the suspension of the services.
- 8.4 ANF AC will terminate the suspension of the services when the Subscriber has rectified the reasons for the suspension within the period established for it.

9 Services Payment and Billing

- 9.1 ANF AC, has the right to the payment by the Subscriber of the services and products requested and rendered, by ANF AC or any of the entities belonging to the Cluster of ANF AC. The price to apply, unless otherwise agreed by the Parties, shall be the price rate published on the Website. The Subscriber in the process of requesting his certificate, receive detailed information of the services and products that can consume and prices applicable to each of them. The price list can be freely modified by ANF AC.
- 9.2 ANF AC issues invoices to Subscribers for services rendered. It is established as the form of payment the direct debit order to the Subscriber's bank account. Failure of payment gives ANF AC the right to suspend the service, revoke the Certificates issued, and commence the corresponding legal claims for the amount invoiced, as well as for the expenses and interest incurred.
- 9.3 The Subscriber must pay the bill for its services to ANF AC within ten (10) working days from the date of issuance of the invoice.
- 9.4 ANF AC is entitled to collect the expenses and interests caused by the Subscriber's non-payment.
- 9.5 The price of certain products or services offered by ANF AC or, by entities belonging to the Cluster of ANF AC, may be associated with a scaling by consumption. In this case the price to be applied will be calculated based on the requests made by the Subscriber, within the period that each escalation establishes. Charges are calculated based on the minimum number of requests established in the Price List.
- 9.6 Requests made through the Middleware provided by ANF AC are classified as services and have a price per the Price List. ANF AC may charge an additional fee for the use of Middleware.
- 9.7 Prices for the services do not include audit records or the issuance of expert reports. In each case, and per the complexity of the same, rates will be applied in accordance to an anticipated budget accepted by the Subscriber or Relying Party.

10 Privacy, Use of Data, and Confidentiality Policy

- 10.1 The Parties undertake to safeguard the confidentiality of the information of the other Party, of its customers, business partners, employees, financial situation, and transactions that are disclosed due to the execution, modification and/or termination of the Contract and undertake to not disclose such information to third parties without the consent of the other Party. This clause has an unlimited duration, persists even after termination of the Contract.
- 10.2 When the services are provided to third parties, the Parties have the right to refer to the existence of the Contract, if it is expressly established in the Agreement, but not to the details regarding the substance or technical data of the Contract.
- 10.3 All information that has become known while providing services and that is not intended for publication is confidential. The Subscriber has a right to get information from ANF AC about him/herself. Non- personalized statistical data about ANF AC's services is also considered public information. ANF AC may publish non-personalized statistical data about its services.
- 10.4 ANF AC guarantees the confidential information and the data transmitted by the Subscriber, Subject, and if appropriate, the Certificate Responsible is not accessible to third parties by implementing different security controls. Furthermore, ANF AC guarantees the protection of personal data in accordance with the applicable legislation, the CPS, CP, and the Time-Stamping Authority Policy and Practice Statement which are available on the Website.
- 10.5 The confidentiality obligation will not extend to disclosures made by the Parties to their auditors, to the organizations exercising legal oversight and to legal advisers. Disclosure or forwarding of confidential information to a third party is permitted only with the written consent of the legal possessor of the information based on a court order or in other cases provided by the applicable legislation.



11 Notification Obligation and Document Format

- 11.1 The Subscriber undertakes to immediately notify ANF AC of any changes in the data contained in the Agreement and to send the new data to ANF AC. Change of data is considered any modification to the data of the Subscriber, Subject, and if appropriate, of the Certificate Responsible.
- 11.2 Unless otherwise communicated by the other Party, either Party shall be entitled to assume that the contact details exist unchanged.
- 11.3 The Subscriber is responsible for the consequences related to the operability and use of the email address that has been provided to ANF AC (including those arising from transactions made through the email address). Subscriber's liability extends to cases where a third party has used the Subscriber's e-mail.
- 11.4 ANF AC shall notify the Subscriber in the contact data provided in the Agreement, of any substantial modifications that may be made to the Agreement.

12 Reliance Limits

12.1 Reliance in a message signed with an electronic signature is based on the following conditions:

- a) The electronic signature was generated during the operational period of a valid certificate and can be verified using a verified certificate chain.
- b) Reliance is reasonable per the circumstances. If circumstances require additional guarantees, these must be obtained for such reliance to be reasonable.
- c) The certificate type is appropriate and its status is valid.

12.2 The certificates issued by ANF AC are used for the purposed specified in the corresponding CP.

12.3 The registration information of all issued certificates and all the events that take place during the life cycle of certificate, including their renovations are stored for a period of at least 15 years. ANF AC can prove the existence of a certificate on the request of a Relying Party.

13 Obligations of Subscribers and of the CA

- 13.1 Prior to the issuance of the Certificate and/or reception of the Centralized Electronic Signature Certificate, the Subscriber, Subject, and if appropriate, the Certificate Responsible have been informed of all rights and obligations in the use of Centralized Electronic Signature Certificates, their corresponding fees, and that they have received a copy of the CPS and corresponding CP.
- 13.2 The Subscriber, Subject, and if appropriate, the Certificate Responsible is obliged to use the Certificates in accordance with the Terms and Conditions, and documents established in clause 18; ANF AC must nevertheless emphasize the following obligations:
- a) The Subscriber shall transmit to the Subject, and if appropriate to the Certificate Responsible, their specific obligations.
 - b) They authorize the publication and free distribution of the public part of their Centralized Electronic Signature Certificate without any restriction and, in case the Centralized Electronic Signature Certificate incorporates powers of attorney or associated warrants, they authorize the free publication of the same.
 - c) They recognize that ANF AC's PKI is a system opened to the public, and that free publishing is the model followed by ANF AC to strengthen the trust of Relying Parties.
 - d) Upon receiving the Centralized Electronic Signature Certificate issued by the CA, shall not make use of it until verifying the correspondence between the data included in the Centralized Electronic Signature Certificate with the information provided by himself, as well as the adequacy of the certificate to the request made. The use of the certificate by the Subscriber, Subject, and if appropriate, the Certificate Responsible presupposes its full acceptance and compliance.
 - e) Shall be diligent in the custody of the signature generation data (PIN), and will maintain their absolute privacy to avoid unauthorized uses.
 - f) Shall duly use the Certificate and comply with the limitations of use.
 - g) Shall notify ANF AC and any Relying Party they deem necessary, without unjustifiable delays:
 - The loss or mere suspicion of risk in the personal control of the signature activation data (PIN).
 - The loss of validity of any information included in the certificate must be communicated without delay to the CA.
 - The loss of validity of any information included in the certificate must be communicated without delay to the CA.
 - The inaccuracies or changes related to the information contained in the certificate.
 - At the time requesting a certificate, the Subscriber provides mailbox addresses of their trust that are under their exclusive control, email, and mobile phone number. In these mailboxes, ANF AC communicates, among other things, the value of double authentication used in the remote signature system, so in case of change of address or number, loss, theft, or mere suspicion of risk of any of them, the Subscriber must inform the CA without delay.
 - After the commitment of the private key, its use shall be interrupted immediately and permanently.
 - h) Shall stop the use of the signature activation data (PIN) after the validity period of the Centralized Electronic Signature Certificate, or when there is a revocation of the same.
 - i) Shall not monitor, manipulate, or perform reverse engineering on the technical implementation of certification services without prior written permission of ANF AC.
 - j) Shall not intentionally compromise the security of certification services.
- 13.3 ANF AC provides certification services in accordance to the provisions of the CPS, PC, and in compliance with the eIDAS.

13.4 In the scope of Qualified Certificates of Centralized Electronic Signature, ANF AC for the generation of keys, their storage and subsequent use, exclusively uses devices certified specifically in accordance with the applicable requirements per Article 30.3 of the eIDAS and, thus included in the list of qualified devices maintained by the European Commission in compliance with Articles 30, 31 and 39 of eIDAS.

<https://ec.europa.eu/futurium/en/content/compilation-member-states-notification-sscds-and-qscds>

13.5 ANF AC provides Subscribers with secure communication channels and specific management and administrative security procedures.

13.6 ANF AC has a procedure for destroying the private key of Subscribers who so request it. The Subscriber who requires the destruction of his/her private key must personally identify himself/herself before ANF AC, or one of its Registration Authorities, public notary or make the petition through an electronically signed document.

14 Consultation Obligation of the Certificates Status Verification Service by Relying Parties

- 14.1 Relying Parties shall verify the status of those Centralized Electronic Signature Certificates on which they wish to trust. One way by which the Centralized Electronic Signature Certificate status can be verified is by consulting the most recent CRL and ARL issued by the CA that issued the Centralized Electronic Signature Certificate on which they wish to trust. ANF AC will provide support to the Relying Parties on how and where to find the Centralized Electronic Signature Certificate status verification services based on OCSP, or the corresponding CRL and ARL.
- 14.2 If for any reason, it is not feasible to obtain information about the status of a Centralized Electronic Signature Certificate, the system that should use it must reject its use, or depending on the risk, the degree of responsibility and the consequences that could occur, use it without guaranteeing its authenticity with the terms and standards established in the CPS.

15 Responsibility of the Parties

- 15.1 The Parties are responsible for direct material damages caused to the other Party or to a third party for the breach or improper performance of the obligations assumed in the Agreement in accordance with the Agreement and the applicable law.
- 15.2 ANF AC is responsible for the accuracy of the information issued by the services and certificates.
- 15.3 In case of the certificate validation service, ANF AC is responsible for ensuring that the most recent validity information transmitted by the certificate issuer is used to issue the response.
- 15.4 ANF AC is not responsible for the contents of the transaction based on the validity confirmation or time stamps issued.
- 15.5 ANF AC is not responsible for the breach of the obligations, established in clause 15 of the present document, of the Subscriber, Subject and if appropriate the Certificate Responsible,

16 Force Majeure

- 16.1 Force Majeure releases Parties of liability in case that the compliance with obligations derived from the Agreement is hampered. Force majeure are independent circumstances from the intention of the Parties, which are unforeseeable, and which prevent the fulfillment of obligations derived from the Agreement.
- 16.2 A Party shall notify the other Party of the circumstance of force majeure as soon as possible in the contact details specified in the Agreement.
- 16.3 Force majeure shall not release the Parties from the obligation to take all possible measures to prevent or mitigate damages arising from non-compliance or non-conforming compliance with the Agreement.
- 16.4 In the event of force majeure being applied for a period of more than thirty (30) days, one of the Parties shall have the right to terminate the Agreement unilaterally by written notification to the other Party.

17 Limited Warranty and Disclaimer

- 17.1 ANF AC, bears the risk of liability for damages that may result from the use of issued certificates, thus has signed the relevant liability insurance, and in accordance to the CA/Browser Forum emission guidelines and management of Extended Validation SSL certificates, published by CA/Browser Forum, has extended the required amount by the applicable legislation up to FIVE MILLION EURO (5.000.000. €).
- 17.2 ANF AC shall inform all the Subscribers before ANF AC terminates the electronic certificate service and shall maintain the documentation related to the terminated services and information needed in accordance to the process established in the CPS and CP.
- 17.3 ANF AC shall respond for those damages that come derived from:
- a) A breach of the obligations contained in the LFE, eIDAS, the CPS and CP.
 - b) As provided in Article 22 of the LFE, ANF AC shall be liable for damages caused to any person for failure or delay in the certificates status verification service of the validity of the certificates or the extinction or suspension of the validity of certificates.
 - c) ANF AC assumes all liability before third parties for the performance of individuals to whom functions are delegated for the provision of certification services.
- 17.4 In any case, the following cases are an exception:
- a) ANF AC shall not be liable for any direct, indirect, special, incidental, consequential damages, for any loss of profit, loss of data, punitive damages, foreseeable or not, raised in relation with the usage, delivery, license, performance or non-functioning of certificates, electronic signatures, or any other transaction or service offered or contemplated by the CPS or the applicable PC, in case of misuse, or when used in transactions involving a higher risk to the compensation limited expressed by the CA in the CPS or applicable CP.
 - b) In all cases provided by the Article 23 of the LFE.
 - c) ANF AC does not assume any other commitment or liability than those detailed in the CPS.
 - d) Specifically, with Subscribers and the certificate responsible:
 - When not complying with the obligations contained in the LFE, CPS and the CP, and the obligations outlined in paragraph 9.5.3 of the CPS.
 - e) Specifically, with Relying Parties:
 - When not complying with the obligations contained in the LFE, in this CPS and the CP, and the obligations outlined in paragraph 9.5.4 of the CPS.

18 Applicable Agreements and Certification Practice Statement

- 18.1 The agreements, policies and certification practices related to these Terms and Conditions are available on the Website:
- a. Certification Practices Statement of ANF AC.
 - b. Time-Stamping Authority Policy and Practice Statement
 - c. Certificates Policy for Natural Person Class 2 Certificates.
 - d. Certification Policy for Legal Representative of a Legal Person, of an Entity without Legal Personality and of Sole and Joint and Several Directors Certificates
 - e. Terms and Conditions for the use of Qualified Certificates of Centralized Signature
 - f. Subscription Agreement

19 Refund Policy

19.1 ANF AC handles refund requests case-by-case.

20 Modification to the Contract and to the Subscription Agreement

- 20.1 ANF AC has the right to make unilateral modifications to the Agreement with one (1) month notice to the Subscriber, but in no case, may the present clause be exercised more than three (3) times per year. The Subscriber will be notified in accordance with clause 11.4 of this document.
- 20.2 If the Subscriber does not agree with the unilateral modifications made by ANF AC to the Agreement, the Subscriber shall have the right to terminate the Agreement.
- 20.3 The Subscriber has no right to assign the Agreement, nor the corresponding rights and obligations to third parties without the written consent of ANF AC. Any assignment of the acquired rights and the assumed obligations in the Agreement to third parties by the Subscriber without the consent of ANF AC shall be void.
- 20.4 Modifications and additions to the Agreement shall be documented in writing unless otherwise agreed by the Parties.
- 20.5 If modification of the Agreement data requires changes in the configurations of the services, ANF AC must implement them within ten (10) business days.

21 Duration and Termination

- 21.1 The Agreement is concluded for an indefinite period, unless the Parties determine otherwise in the Agreement.
- 21.2 The Agreement shall become valid upon its ratification, unless otherwise agreed by the Parties.
- 21.3 If the Subscriber is a natural person, the Agreement will terminate upon his/her death. If the subscriber is a legal person, the Agreement will terminate with its dissolution / bankruptcy submission. The Agreement will also terminate after the dissolution of ANF AC, upon agreement of the Parties or unilateral cancellation for reasons established in the Agreement.
- 21.4 The Subscriber has the right to unilaterally terminate the Contract by written notice of fifteen (15) calendar days to ANF AC, unless otherwise agreed by the Parties.
- 21.5 ANF AC has the right to unilaterally terminate the Agreement in the following cases:
- a. The services are no longer provided by ANF AC, with a two (2) months' notice to the Subscriber;
 - b. The Subscriber uses the services and/or certificates for purposes for which they were not provided, to perform an illegal activity or in a manner that could cause substantial damage to ANF AC or third parties. Termination shall be immediate without notice.;
 - c. The Subscriber has not rectified the reasons for the suspension within one (1) month from the suspension of the Service.
 - d. If a Party in the Agreement materially fails to comply with any substantial provision of the Agreement, the other Party shall have the right to suspend the execution of the Agreement and terminate the Agreement if the other Party has not rectified the breach within five (5) business days from the receipt of the notification.
 - e. The termination of the Agreement does not release the Subscriber from its obligation to pay the invoices of the services until the expiration date specified in the Agreement.
 - f. The termination of the Agreement will not have any impact on the execution or liquidation of the financial credits that arise prior to the termination of the Agreement.

22 Applicable law, Complaints, and Dispute Resolution

- 22.1 The trust services provided by ANF AC are governed by the courts of Malta and the European Union as it is the place where ANF AC is registered as CA.
- 22.2 Any dispute arising from the Terms and Conditions, Agreement, contract or legal act, as well as those arising thereof or about - including any question regarding its existence, validity, termination, interpretation or execution-shall be settled by arbitration, administered by the International Court of Arbitration of the Distribution Business Council (TACED), in accordance with the Arbitration Rules in effect on the date of submission of the request for arbitration.
- 22.3 The Arbitral Court appointed for this purpose shall consist of a sole arbitrator, and the place of arbitration and the applicable law for settlement of the dispute shall be those corresponding to the TACED's registered office.
- 22.4 If for some reason, it is not possible to settle the dispute by the arbitration procedure outlined previously, the parties, waiving any other jurisdiction that may correspond, are subjected to the resolution of any conflict that may arise between them to the courts of Malta.
- 22.5 The Subscriber or other party can submit their claim or complaint on the following email: info@anfmalta.com.

23 Qualified Trust Services Provider, Repository Licenses, Trust Mark and Audit

- 23.1 Certificates issued by ANF AC have the qualification of qualified, registered in the Maltese Trusted List (https://www.mca.org.mt/tsl/MT_TSL.xml). Prerequisite requirement of this registration is compliance with applicable regulations and standards.
- 23.2 Since ANF AC is a Qualified Trust Service Provider, it can make use of the trust mark following the indications established in the Commission Implementing Regulation (EU) 2015/806 of 22 May 2015 laying down specifications relating to the form of the EU trust mark for qualified trust services.
- 23.3 The certifications obtained by ANF AC can be verified in the following link:

<http://www.anfacmalta.com/certifications.html>

- 23.4 The conformity assessment body is accredited in accordance to the eIDAS Regulation. ANF AC is currently undergoing the audit and its results shall be published on the Website.

24 Contact Information

24.1 Revocation requests can be made as follows:

- a) **Electronically:** accessing the revocation section of the software “Critical Access” or electronically signing with a qualified certificate the Certificate Revocation Application Form provided in the following link: <https://www.anfacmalta.com> and submitting it via email to info@anfacmalta.com.
- b) **Telephonic:** by answering to questions made from the telephone support service available on the number (+356) 2299 3100 (International)
- c) **In person:** the Subscriber or the representative with sufficient powers of attorney from the certificate holder appearing before one of the offices of ANF AC published in the website <https://www.anfacmalta.com>; proving its identity through original documents, and handwritten signing the corresponding form.

ANF AC Malta, Ltd.

VAT number: MT 23399415

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Telephone: (+356) 2299 3100 Fax: (+356) 2299 3101

Email: info@anfacmalta.com

Website: <https://www.anfacmalta.com>