

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 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 District Court of Bratislava I, 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 "**Portal**").

1.4 The User shall be each person who requests the Service provision from the Provider through the 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 The User requests the provision of the Services from the Provider by selecting an electronic document and then submitting a request for the provision of one of the Services to the Provider through the form available on the Portal.

2.3 Before submitting the request, 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. Should the User request one of the Services repeatedly, the box for the consent to these General Terms and Conditions is already checked for the efficiency of the Services provided.

2.4 The submission of the request for the Service by the User (if the condition for granting consent as per para. 2.3 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.

2.5 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 Portal;
- b. for the Service as per para. 1.1(b) of the GTC, by displaying the verification result to the User.

3. Price for the Provision of Services

3.1 The Provider's Services are provided on the Portal free of charge for both registered and unregistered Users.

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 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 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 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.

4.8 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.

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

4.10 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 Portal. User registration on the 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 provided by the Provider through the Portal without restriction.

5.4 An unregistered User who has not created a user account on the 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 The User grants the Provider his express consent to provide the Service before the lapse of a period for withdrawal from the Contract according to Section 4 para. 6 letter b) of Act No. 102/2014 Coll. on the Protection of Consumers in Sale of Goods or Provision of Services under Remote Contracts or Contracts Executed outside the Business Premises of the Seller, as amended. The User also declares that he has been informed that, upon granting this consent, he loses the right to withdraw from the Contract after the complete provision of the Service.

5.10 The User is not entitled to withdraw from the Contract after the complete provision of the Service according to Section 7 para. 6 letter a) of Act No. 102/2014 Coll. on the Protection of Consumers in Sale of Goods or Provision of Services under Remote Contracts or Contracts Executed outside the Business Premises of the Seller, as amended.

5.11 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.

5.12 The User agrees that the Provider may check at any time whether the User uses the Service 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.

5.13 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.

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.

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):

- i. the provision of support to the User;
- ii. identifying, preventing or addressing any fraud and other unlawful conduct or technical and security issues;
- iii. enforcement of these General Terms and Conditions;
- iv. improvement of the Services, etc.

6.4 The Provider has an exclusive right to intervene in the Portal Services and the domain on which it is operated, including the change of its content and the termination of its provision, without prior notice to the User or User's consent.

6.5 The Provider has the right to restrict, discontinue or terminate the provision of the 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. Thus, 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 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.

6.7 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 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 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 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 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 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 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 according to para. 5.7 of the GTC.

9. Protection of Privacy and Personal Data

9.1 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.

9.2 The Provider shall process the User's data and documents in accordance with his Privacy Policy and Cookies.

9.3 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.

10. Final Provisions

10.1 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.

10.2 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.

10.3 The courts of the Slovak Republic shall have exclusive jurisdiction to settle any disputes between the Provider and the User. Should the User be a consumer, the dispute, if any, may also be settled out of court. In such cases, the User is entitled to contact an out-of-court settlement entity, which is the Slovak Trade Inspection or any other legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic, or resolve the dispute through a dedicated ODR platform. 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.

10.4 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.

10.5 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.

10.6 The present General Terms and Conditions become valid and effective as of 07.04.2022.