

**DIGITALSIGN - CERTIFICADORA DIGITAL, SA.**

**ADVANCED DIGITAL CERTIFICATE  
ISSUANCE CONTRACT  
(GENERAL CONDITIONS)**

## 1. GENERAL CONDITIONS

- 1.1. Upon the conclusion of the Digital Certificate Issuance Contract, DigitalSign - Certificadora Digital, SA (hereinafter referred to as DigitalSign) undertakes to provide the CUSTOMER with Advanced Digital Certificate (ADC) issuance services, as well as others related to the certification activity, being the CUSTOMER, on the other side, bound to use the ADC under the terms and conditions set forth in these General Conditions.
- 1.2. The Digital Certificate Issuance Contract comes into force on the date of receipt of the digital certificate issuance request form and after payment confirmation.
- 1.3. The issuance of the ADC, as well as all other contractual relationship between DigitalSign and to the CUSTOMER are governed by these General Conditions and the legal and regulatory provisions related to the issuance of digital certificates and to the activity of the certifying entity (Decree-Law no. 12/2021 of 9 February and the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014).
- 1.4. Since electronic certification is subject to technological progress and legislative changes, DigitalSign reserves the right to make technical or procedural changes and adjustments necessary for the proper execution of these General Conditions, while making reasonable efforts in order to improve the service object of this Digital Certificate Issuance Contract and to pursuit the fulfilment of new technical standards and regulations. The resulting contractual amendments shall comply with the rules set out in Section 11.
- 1.5. DigitalSign does not guarantee uninterrupted operation of the computer system supporting the services that are subject of the Digital Certificate Issuance Agreement, namely when the computer system undergoes technical interventions necessary to make DigitalSign's PKI compatible with any legal or regulatory changes, or in order to improve the previously mentioned informatic system.
- 1.6. DigitalSign's obligations are limited to providing means, not results.
- 1.7. DigitalSign ensures that the design and the issuance of the digital certificate and keypairs, as well as all the components of DigitalSign's PKI infrastructure, follow the security technical standards in force, in the current state of technology.

## 2. DEFINITIONS

For the purpose of these General Conditions, the following words and expressions shall have the meanings given in the following table, unless otherwise is stated in the text.

Term / Expression	Definition
DigitalSign	Trust Service Provider, called DigitalSign - Certificadora Digital, SA, a trading company based in Largo Padre Bernardino Ribeiro Fernandes, 26, Nespereira, 4835-489 Guimarães, with a share capital of € 200,000, VAT number 507 015 851, registered at the Commercial Registry Office of Guimarães.
Customer	Natural or legal person identified in the ADC issued by DigitalSign as its holder, accounted responsible for its use, and who is bound to respect the conditions of use of the digital certificate and the others set out in these General Conditions.
ADC	Advanced Digital Certificate - Electronic document that links the digital signature verification data to its holder and confirms the identity of that person. The certificate ensures the authorship and the integrity of the electronic documents in which the holder's signature is affixed in, even if the electronic document gets altered after it. The ADC is issued by DigitalSign to the CUSTOMER, in accordance with the International Telecommunication Union (ITU) standard X.509v3 and in accordance with DigitalSign's Certification Practice Statement (CPS).
CA	Certification Authority - Entity which creates or provides means for the creation, verification, issuance and life cycle management of ADCs, assuring the publicity and the provision of other services related to advanced digital certificates.
ADC Reissuance / Reissued ADC	Issued ADC after the period of validity of the digital certificate, with the same expiration date and information, as provided for in Section 6. The reissuance of the ADC will be subject to other provisions of these General Conditions.
Electronic Document	Document created through electronic data processing.
Private Key	Element of the asymmetric key pair intended to be known only by the ADC's holder (or its legal representative), by which an electronic document is encrypted, or a previously encrypted electronic document is deciphered with the corresponding public key.
Public Key	Element of the asymmetric key pair intended for release by DigitalSign, with which the electronic document's cypher is checked by the asymmetric key pair holder, or when an electronic document to be transmitted to the holder of the same key pair.
RA	Registration Authority - Entity that provides DigitalSign with services related to the execution of digital certificates issuance contracts and ADCs' management, which are not exclusively attributed to DigitalSign, as stipulated in this Digital Certificate Issuance Contract
PKI	Public Key Infrastructure: set of services provided by DigitalSign, as the Trust Service Provider, or by the Registration Authority, as established in the Digital Certificate Issuance Contract, based on public key technology, applications, policies, practices and standards adopted by DigitalSign and its management, to ensure security and confidence in electronic communications.

CPS	Certification Practice Statement - A document or set of documents listing the certification practices employed by the certification authority in the certificate management process.
Case of Force Majeure	Any unforeseeable and insurmountable event, beyond the will or control of the party, preventing wholly or partially, definitively or temporarily, from fulfilling its obligations, are susceptible of being considered a case of force majeure, namely, case of state of war, declared or not, rebellion or riot, natural disasters such as fires, floods, earthquakes, prolonged power cuts and / or communications and prolonged transport strikes.

### 3. DIGITALSIGN'S OBLIGATIONS

- 3.1. Issue and reissue ADC's, according to the applicable legal provisions and regulatory requirements.
  - 3.1.1. DigitalSign will only issue the ADC based on the data and information provided by the CUSTOMER.
  - 3.1.2. DigitalSign only assures that the information contained in the ADC and the identifying elements declared by the CUSTOMER are equal.
  - 3.1.3. Verify the identity of the CUSTOMER, its legitimacy and the sufficiency of its representative power vis-à-vis to the support documents presented by the CUSTOMER. This process may be carried out by a registration entity (CA) subcontracted by DigitalSign for this purpose.
- 3.2. Assure a unique name to each ADC's holder, which cannot be assigned to another entity.
- 3.3. Retain the elements which prove the identity of the CUSTOMER. If the identity verification occurs through the intervention of a registration entity, it will be the entity responsible for keeping these elements.
- 3.4. Prevent falsification or alteration of data contained in ADCs.
- 3.5. Use reliable ADC's generation systems to:
  - 3.5.1. Verify the authenticity of the information.
  - 3.5.2. Immediately detect any technical alteration which may affect security requirements.
- 3.6. Archive the ADCs issued for the required legal term, after its expiration date.
- 3.7. Revoke or expire the ADC under these General Conditions, according to the legal provisions by legal determination.

- 3.8. Publicize, by electronic or any other means, the revocation or expiry of the ADC.
- 3.9. Comply with obligations that may be imposed by the regulatory standards.
- 3.10. DigitalSign won't, under no circumstances, intervene in the relationship between the CUSTOMER and third parties to this Digital Certificate Issuance Contract.

## 4. CUSTOMER'S OBLIGATIONS

- 4.1. Respect and enforce through the ADC's holder, with legitimate access to it, all the stipulations provided for in these General Conditions.
- 4.2. Exclusively use the ADC, in accordance with these General Conditions, for its intended purpose and within the scope of the certification policy.
- 4.3. The ADC is personal and non-transferable, being exclusively intended for authentication and document signature by the holder, being expressly prohibited its use by any third party, even if authorized by the holder.
- 4.4. Provide DigitalSign (or RA) complete and accurate information regarding their personal data, powers for representing legal persons, or other professional attributes, under penalty of being liable to civil and criminal liability, if applicable.
- 4.5. Verify if the correspondent personal data registered in the ADC is correct and report any inaccuracies observed to DigitalSign.
- 4.6. Communicate to DigitalSign any subsequent changes regarding their identification and the date of their occurrence.
- 4.7. Observe security procedures and applicable technical requirements.
- 4.8. Regardless of the mentioned in the preceding paragraph, the customer must guarantee that the private key is kept under its control and that the necessary measures are taken to prevent its unauthorized use during its validity period, therefore assuring the appropriate physical, procedural and technical security mechanisms to do so.
  - 4.8.1. The CUSTOMER undertakes not to disclose nor give to third parties the identification parameters and procedures of such private key.
  - 4.8.2. In case of an ADC issued to a legal person, the Customer will adopt and enforce, on the part of its legal representative, a security policy regarding the use of computer systems that offers a sufficient degree of security for the protection and use of the private key, protecting the mentioned private key and the respective activation code from any losses, theft or computer capture.
- 4.9. Acquire computer systems and applications or electronic services that satisfy, in terms of

equipment and software, the technical requirements for the installation and use of an ADC or the private key.

- 4.10. Refrain from using a private key if the correspondent ADC is expired or revoked.
- 4.11. Request DigitalSign to immediately revoke an ADC whenever there is a suspicion of breach of confidentiality of the private key, or in case of loss or theft. In such case, the corresponding private key should not be used.
- 4.12. Destroy the private key in case it has been lost, but afterwards found, and the revocation of the ADC has already been requested.
- 4.13. Inform DigitalSign, as soon as possible, of any fact that may cause direct or indirect damage to itself or to third parties, namely any use of the private key outside the scope of this contract.
- 4.14. Pay the cost of the services provided by DigitalSign.

## 5. ADVANCED DIGITAL CERTIFICATES (ADCs)

### 5.1. ADCs Content:

- 5.1.1. The ADC issued by DigitalSign contains all requirements considered to be relevant, namely Registration Authority, the certification entity, the country, and others deemed relevant.
- 5.1.2. The CUSTOMER hereby acknowledges that the ADC does not contain any information other than the mentioned in the previous paragraph.

### 5.2. ADC's utilization and probative legal value:

- 5.2.1. The obligations assumed by the CUSTOMER related to the use of an ADC during its term of validity, remain valid after its expiration.
- 5.2.2. Additionally, upon Customer's request, the ADC may contain other information regarding academic titles, professional qualifications or other attributes that fall within the scope of the ADC's Certificate Policy.
- 5.2.3. In case the elements referred in the previous paragraph have not been verified, DigitalSign reserves the right not to issue the ADC or to alter this information in accordance with the proven data.
- 5.2.4. The probative force of the electronic documents, to which an electronic signature using the ADC was affixed under the terms of these General Conditions, is that which results from Decree-Law no. 12/2021 of 9 February and from Regulation no. 910 / 2014 of the European Parliament and the Council of 23 July 2014.

### 5.3. ADC's Revocation:

5.3.1. When applicable, DigitalSign will revoke the ADC issued in favor of the CUSTOMER, under the terms and conditions set forth in section 3.4 of the CPS.

5.4. Effects of Revocation and Expiry:

5.4.1. ADC's revocations are invoked to third parties from the date and time of its publicizing by DigitalSign in a computerized online consultation register, unless it is proved that its motive is already known to a third party, remaining the assumed obligations valid until the referred registration.

5.4.2. An ADC's revocation prevents DigitalSign from issuing another ADC linked to the same key pair.

5.4.3. A revoked ADC cannot be reused.

## **6. ADC CONTRACT, ISSUANCE AND DURATION**

6.1. ADC Contract and Issuance Term

6.1.1. The contract comes into force on the date of receipt of the issuance form duly signed by the CUSTOMER, and after payment confirmation.

6.1.2. Upon the acceptance of the subscription request, DigitalSign will issue the ADC and the correspondent asymmetric key pairs or provide the necessary technical means for the creation of such key pairs.

6.2. Validity Term and Contract Expiry

6.2.1. The ADC issued by DigitalSign is valid for a period of one or two years counting from the issuance date, providing also other services associated to the digital certification during the same time, unless another time period is agreed.

6.2.2. The ADC will automatically expire if it is not renewed before its expiration, upon payment of its renewal cost and, in case of Reissuance, if the necessary documentation that may be required by DigitalSign or the Registration Authority is not presented or sent, until the day before the end of its term validity.

6.2.3. The expiration of the ADC shall terminate this contract.

6.2.4. A new key pair is always created upon the renewal of an ADC.

## 7. ADC's ISSUANCE PROCESS

- 7.1. The CUSTOMER may request the issuance of the ADC by accessing DigitalSign's Website, by contacting directly DigitalSign, or through a Registration Authority.
- 7.2. DigitalSign reserves the right to refuse the ADC's issuance if, according to its internal procedures, the customer does not meet the requirements considered necessary for the installation of an ADC, namely, the lack of adequate hardware and software, or lack of suitability.
- 7.3. In the case provided in the preceding paragraph, DigitalSign will notify the CUSTOMER of the non-issuance of the ADC by electronic means.
- 7.4. The refusal to issue an ADC gives the CUSTOMER the right to recover the amounts paid, only in cases where the refusal to issue an ADC is due to facts attributable to DigitalSign

## 8. ADC's ISSUANCE COST AND PAYMENT METHODS

- 8.1. The costs of the issuance, reissue or renewal of an ADC, as well as the available forms of payment, are provided by DigitalSign or another entity indicated by the first.

## 9. CONFIDENTIALITY AND AUTHORIZATION OF DATA PROCESSING AND TRANSMISSION

- 9.1. DigitalSign undertakes to ensure secrecy and confidentiality of all personal data whose collection is not intended for public disclosure, namely, those related to the private key or others whose confidentiality is imposed by law or regulation.
- 9.2. The CUSTOMER expressly consents hereby, that during the term of this contract and for the its due purposes, the use and processing of the personal data transmitted.
- 9.3. The data collected is intended for the issuance of the ADC and for the fulfilment of other DigitalSign's legal duties, namely the duty to preserve them, for the legal period of 7 (seven) years after the revocation of the certificate, as stipulated by the applicable law, which the CUSTOMER declares to know and accept.
- 9.4. The CUSTOMER expressly consents the collection of the necessary personal data by DigitalSign or by the RA, for the execution of the Digital Certificate Issuance Contract and, expressly accepts and agrees, under this contract, that the responsible entity for processing their personal data is DigitalSign or the RA.
- 9.5. Any right of the CUSTOMER related to the subject matter of this Section may be exercised in writing to DigitalSign or to the following email: [dpo@digitalsign.pt](mailto:dpo@digitalsign.pt).



- 9.6. DigitalSign undertakes to maintain up-to-date and update CUSTOMER's personal data whenever necessary and to take appropriate measures to ensure that inaccurate or incomplete data is erased or rectified.
- 9.7. The CUSTOMER may at any time access their personal data held by DigitalSign and require its modification or deletion, unless it conflicts with the legal requirements to which DigitalSign is obliged to.
- 9.8. The CUSTOMER may request their personal data to be corrected, completed, clarified, updated or suppressed if the data is considered to be incorrect, incomplete, outdated or, in case its collection, use, report or retain is forbidden.
- 9.9. In case the CUSTOMER demands the deletion of the information that DigitalSign deems necessary to provide the service's object of this contract, DigitalSign reserves the right to terminate the provision of the service and may terminate the Digital Certificate Issuance Contract, without compensation or reimbursement of the sums paid by the CUSTOMER.
- 9.10. The CUSTOMER accepts and authorizes DigitalSign to disclose to third parties their personal data, including their name and address, if such communication is reasonably necessary due to any legal or regulatory imperative, as well as to comply with any requirement of a judicial or administrative authority, or for any other lawful purpose in accordance with Article 6 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.
- 9.11. If DigitalSign subcontracts or assigns to a third party the rights and obligations arising from this contract, it will be stated in the CPS.
- 9.12. Upon termination of the services provided by DigitalSign, either by revocation or by expiration of the ADC, or for any other reason, the CUSTOMER data may be confidentially kept and stored by DigitalSign for the legally required period.

## 10. INTELLECTUAL PROPERTY

- 10.1. The CUSTOMER declares to know that the ADC's issuance is based on computer programs and that the processing of their personal data, as well as the one contained in it, are compiled in computer databases.
- 10.2. The CUSTOMER expressly acknowledges that the computer programs and databases referred to in the preceding paragraph are protected by copyright, trademark, patent and any other intellectual or industrial property rights granted to them under the applicable laws.
- 10.3. The CUSTOMER further acknowledges DigitalSign as the sole owner of the rights referred to in 10.2. and also, of any rights regarding the contents of the databases.

## 11. CONTRACT ALTERATIONS

- 11.1. If, during the period of validity of this contract, the publication of new legislation or new requirements of the existing legislation regarding the subject matter of the present General Conditions imposes changes in the essential obligations of the parties, and also, if DigitalSign understands it is necessary a change of the terms of the Certification Practice Statement (CPS) and the Certificate Policy of the type of digital certificates that have been defined and / or contracted, these General Conditions shall be amended accordingly.
- 11.2. DigitalSign shall communicate the CUSTOMER the new contractual text, directly or indirectly, which will be considered as accepted by the CUSTOMER, if its acceptance is expressed or if there aren't any objections to its content.
- 11.3. If the CUSTOMER has notified DigitalSign of the non-acceptance of the proposed amendments and a consensus cannot be reached, either party shall have the right to terminate this agreement, and such termination shall take effect sixty days after the communication to the other party.

## 12. RESPONSIBILITY

- 12.1. DigitalSign is only civilly liable for direct damages or losses inflicted upon the CUSTOMER or the third parties in case of breach of all or part of the obligations resulting from these General Conditions, when it has acted with intent or serious fault.
- 12.2. DigitalSign is not responsible for CUSTOMER's use of its ADC, in case it is improper or contrary to these General Conditions and legal and regulatory provisions on its issuance and use.
- 12.3. DigitalSign is also not responsible for the use of ADC's key pair generation and issuance request programs, if the CUSTOMER's computer system contains any computer viruses that may affect such issuance and use.
- 12.4. The CUSTOMER is civilly and criminally responsible for any acts that violate these General Conditions and for the use of the private key corresponding to the ADC, whether they have been performed by him or by his legal representative.
- 12.5. The CUSTOMER is responsible for the accuracy of the data and information provided within the scope of these General Conditions.
- 12.6. The CUSTOMER is responsible for the acts performed by anyone using the private key corresponding to their ADC
- 12.7. The CUSTOMER accepts and acknowledges that the entry, browsing, communication exchanges and subscription to DigitalSign services is their sole responsibility and that it is not possible to claim for damages suffered by the CUSTOMER or third parties, which may occur due to the use of the service, including the contamination for computer viruses, unless, such damages are the result of DigitalSign's willful misconduct or gross negligence.

## 13. CANCELLATION AND TERMINATION OF THE CONTRACT

### 13.1. Cancellation:

13.1.1. The CUSTOMER may cancel the contract at any time by sending a notice at least 60 days before it is due.

13.1.2. The exercise of the option provided in the preceding paragraph, does not entitle the CUSTOMER any refund of the amounts already paid.

### 13.2. Termination:

13.2.1. Either Party may terminate this contract with immediate effect if the other Party is severely or repeatedly failing to fulfil its contractual obligations, and in the event of circumstances which render it impossible or severely impaired to achieve the contractual purpose.

13.2.2. Either Party may terminate this contract with immediate effect if the other Party is severely or repeatedly failing to fulfil its contractual obligations, and in the event of circumstances which render it impossible or severely impaired to achieve the contractual purpose.

13.2.3. For the purposes of the preceding paragraph, the Parties mutually accept the following:

13.2.3.1. Failure to fulfil obligations is considered a breach of contract, in whole or in part, resulting in damages to the non-defaulting party.

13.2.3.2. Failure to comply with the obligations regarding the breach of the rules of use of the ADC, the unlawful alteration of the private key, the infringement of intellectual property rights, or the confidentiality of the data will always be considered a severe breach of contract.

13.2.3.3. Failure to comply with any obligations arising out of the present terms and conditions, after the non-defaulting party has sent a written request to the other in order to comply, within 15 days, shall be deemed as repeated breach.

13.2.4. In case DigitalSign terminates this contract, the CUSTOMER shall not be exempted of payment of the amounts due by the time of termination, refraining DigitalSign from returning any amounts already received.

13.2.5. The termination of the contract becomes effective after the counterparty has been notified, giving the non-defaulting contractor the right to compensation for all the damages caused.

### 13.3. Revocation:

13.3.1. 13.3.1. In the foreseen cases, DigitalSign will revoke the ADC, by publicizing its revocation (in the Certificate Revocation List).

13.3.2. Upon the revocation of the ADC, the CUSTOMER will refrain from its use to sign any electronic document and, once possible, our CDA's support will destroy it.

## 14. FINAL DISPOSITIONS

- 14.1. The CUSTOMER declares to have knowledge of the technical possibilities regarding the proof of sending and receiving digitally signed messages.
- 14.2. DigitalSign may assign or transfer to third parties some of the rights and obligations under this contract.
- 14.3. If such assignment involves the processing of the CUSTOMER's personal data, DigitalSign undertakes to comply with the provisions of 9.12.
- 14.4. The CUSTOMER may not assign to any third party any rights or obligations without DigitalSign's consent.
- 14.5. Regardless of any provision of these General Conditions being deemed unlawful or unenforceable, void, nullified or declared ineffective, the remaining provisions shall remain valid and take effect, obliging the parties to agree to a new clause which, not suffering from such defects, produce the same effects as those intended by the parties with the biased clause.
- 14.6. In case of force majeure preventing the parties from fulfilling their obligations within the established deadline, it shall be postponed for the period corresponding to the resulting delay, without prejudicing the parties for developing all possible efforts to minimize their consequences.
- 14.7. As soon as the party wishing to invoke the case of force majeure acknowledges it, the other party must be notified in writing, providing proof of the event invoked and indicating its effects on the execution of the Contract.
- 14.8. When the case of force majeure makes it impossible for either party to comply with the Contract, it may be solved by either one, without compensation for non-compliance and prejudice to the existing debts at that time.
- 14.9. Any notices or communications to be made to either party under this Contract shall be in writing and may be delivered to the counterparty by post mail or by e-mail or fax, to the address given below (or to any other address or number which may have been notified in good time by the party concerned).
- 14.10. The notifications or communications referred to in the preceding paragraph shall be addressed as follows:

To DigitalSign's:

E-Mail: [geral@digitalsign.pt](mailto:geral@digitalsign.pt)

Address: Lugar Padre Bernardino Ribeiro Fernandes, n.º 26, 4835-489 Nespereira, Guimarães

For the CUSTOMER: According to the address registered on the ADC's issuance request.

- 14.11. Communications or notifications shall be deemed to have been made on a regular basis if the addressee has not previously communicated to the other Party, under the referred terms, a change of addresses.

- 14.12. Until proven otherwise, such notifications and communications shall be deemed as received, or sent and delivered, five working days after the dispatch by post mail in case of being a letter, or once they have been delivered to the due address in case of delivery by protocol, and in the case of e-mail or fax, upon confirmation by the recipient or the next business day after receipt.
- 14.13. The headings of the sections of these contractual conditions are only indicative and may not be understood in any way as alterations or modifications of the provisions contained herein.
- 14.14. If any provision of these General Conditions is deemed unlawful by a present or future legal or regulatory provision, or by a res judicata, by a court or other competent body, such provision shall be deemed to be unwritten, while maintaining all other provisions of this contract.
- 14.15. Unless otherwise is provided, the failure by either party to exercise any rights or faculties assigned to them by these General Conditions, shall in no case signify a waiver of such right or faculty or its termination, remaining valid and effective notwithstanding its non-exercise.

## 15. CONFLICT RESOLUTION AND APPLICABLE LAW

- 15.1. In the event of a consumer dispute, the consumer may resort to the following alternative consumer dispute resolution entity:

Centro de Arbitragem de Conflitos de Consumo do Vale do Ave/Tribunal Arbitral  
Guimarães - Tel.: 253 422 410  
E-mail: [triave@gmail.com](mailto:triave@gmail.com)  
Web: [www.triave.pt](http://www.triave.pt)

For updates and more information, see the Consumer Portal at [www.consumidor.pt](http://www.consumidor.pt) (according to Article 18 of Law No. 144/2015, of 8 September).

- 15.2. If no agreement is reached between the parties under the procedure provided in the preceding paragraph, either party can resort to the courts, being the District Court of Guimarães hereby established as the competent court.
- 15.3. The present Advanced Digital Certificate Issuance Contract is subject to the Portuguese Law.