

DIGITALSIGN - CERTIFICADORA DIGITAL, SA.

**QUALIFIED ELECTRONIC ATTRIBUTE
ATTESTATION ISSUANCE CONTRACT
(GENERAL CONDITIONS)**

1. GENERAL CONDITIONS

- 1.1. Upon the conclusion of the Qualified Electronic Attribute Attestation Issuance Contract, DigitalSign – Certificadora Digital, SA. (hereinafter referred to as DigitalSign only) undertakes to provide the SUBSCRIBER with Qualified Electronic Attribute Attestation (QEAA) issuance services, as well as others related to the attestation of attributes activity, being the SUBSCRIBER, on the other side, bound to use the QEAA under the terms and conditions set forth in these General Conditions.
- 1.2. The conclusion of these General Conditions is subject to the explicit acceptance of these General Conditions by the SUBSCRIBER, by means of a wilful and unequivocal act performed for that purpose, such acceptance being recorded by DigitalSign in a manner that allows it to be subsequently supported by evidence.
- 1.3. The issuance of the QEAA, as well as all other contractual relationship between DigitalSign and the SUBSCRIBER, are governed by these General Conditions and the legal and regulatory provisions related to the provision of qualified trust services, namely Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 (eIDAS Re), as amended by Regulation (EU) 2024/1183, and Decree-Law no. 12/2021 of 9 February, being also bound by the applicable data protection legislation..
- 1.4. Since the provision of qualified trust services 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 Qualified Electronic Attribute Attestation Issuance Contract and to pursue 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 the subject of the Qualified Electronic Attribute Attestation Issuance Contract, namely when the computer system undergoes technical interventions necessary to make DigitalSign's infrastructure compatible with any legal or regulatory changes, or in order to improve the previously mentioned informatic system.
- 1.6. DigitalSign ensures that the design and the issuance of the QEAA, as well as all the components of DigitalSign's trust service infrastructure, follow the security technical standards in force in the current state of technology, in particular ETSI TS 119 471, ETSI TS 119 472-1 and ETSI EN 119 461.
- 1.7. DigitalSign's Certification Authority (CA) is accredited at national level by Gabinete Nacional de Segurança as a Qualified Trust Service Provider, by being part of the National Trusted List (available at: <https://www.gns.gov.pt>), and at European level, by being part of the European Trusted List, (available at: [eIDAS Dashboard](#)), to provide qualified trust services, being legally entitled to issue Qualified Electronic Attestations of Attributes pursuant to Article 45d of the eIDAS Regulation.

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	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.
SUBSCRIBER	Natural or legal person bound by agreement with DigitalSign as QEAAASP, who requests the issuance of a QEAA, is accounted responsible for its use, and is bound to respect the conditions of use of the QEAA and the others set out in these General Conditions.
Attribute Subject	The natural or legal person, or object, to which the attested attributes belong. The Attribute Subject may coincide with the SUBSCRIBER or, in the case of a legal person, be represented by a duly authorised natural person.
Attribute	A characteristic, quality, right or permission of a natural or legal person or of an object, verified against an authentic source at the time of issuance.
QEAA	Qualified Electronic Attribute Attestation – a qualified attestation of attributes within the meaning of Article 3, point (45), and Article 45d of the eIDAS Regulation, issued in electronic form by DigitalSign as a qualified trust service provider listed in a Member State Trusted List, bearing the qualified electronic seal of DigitalSign and issued in accordance with the applicable ETSI standards and DigitalSign's Qualified Electronic Attribute Attestation Service Policy and Practice Statement.
Short-lived QEAA	A QEAA with a validity period not exceeding 23 hours, 59 minutes and 59 seconds, for which no revocation service is provided.
Long-lived QEAA	A QEAA whose validity period is indexed to the validity of the underlying qualified electronic signature certificate of the subject and which, exceeding 24 hours, is subject to a revocation regime.
EUDIW QEAA	A QEAA issued to, and presented through, a European Digital Identity Wallet (EUDIW).
Relying Party	A natural or legal person that relies upon a QEAA or other trust service provided by DigitalSign.
Authentic Source	A repository or system held under the responsibility of a public sector body or private entity that contains and provides attributes about a natural or legal person and is considered a primary source of that information or recognised as authentic in accordance with Union or national law.
Revocation List	A list maintained by DigitalSign specifying long-lived QEAA's that have been revoked before their natural expiry, published in a manner that guarantees integrity and authenticity and that preserves the privacy of subjects.
Supervisory Body	Gabinete Nacional de Segurança

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, namely 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.
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3. DIGITALSIGN'S OBLIGATIONS

In compliance with the applicable law, DigitalSign undertakes to:

- 3.1. Issue, renew or manage the lifecycle of the QEAA, depending on the case, according to the applicable legal provisions, regulatory requirements and directives issued by the Supervisory Body.
 - 3.1.1. Issue QEAs based on attributes verified against authentic sources at the time of issuance, and not include any attribute that has not been so verified.
 - 3.1.2. Assures that the attested attributes contained in the QEAA correspond to the data obtained from the authentic source at the verification date.
 - 3.1.3. Verify the identity of the Attribute Subject, and, where applicable, the legitimacy and sufficiency of the representative powers of the natural person acting on behalf of a legal person, in accordance with the eIDAS Regulation and ETSI EN 119 461.
- 3.2. Ensure that the identifying elements are unique to each QEAA and that the QEAA is cryptographically bound to the subject, namely through the link to the subject's qualified certificate or, in the case of EUDIW QEAs, through device binding to the holder's key material.
- 3.3. Retain the elements which prove the identity of the Attribute Subject and, where applicable, the powers of representation, as well as the source, method and date of verification of the attested attributes.
- 3.4. Prevent the falsification or alteration of the data contained in QEAs and apply operational and security management procedures that exclude any possibility of manipulation of the attested attributes or of the validity status of the QEAs.
- 3.5. Use reliable QEAA generation systems to:
 - 3.5.1. Verify the authenticity of the attested attributes against authentic sources;
 - 3.5.2. Immediately detect any technical alteration which may affect security requirements.
- 3.6. Affix its qualified electronic seal to each issued QEAA.
- 3.7. For long-lived QEAs and EUDIW QEAs, maintain a revocation mechanism and revoke or invalidate the QEAA under these General Conditions and the Service Policy, according to the

legal provisions or by determination of the Supervisory Body. Short-lived QEAs, given their validity period not exceeding 24 hours, are not subject to a revocation service.

- 3.8. Publicise, by electronic or any other means and applying privacy-preserving techniques that prevent linkability and traceability, the revocation of long-lived QEAs and EUDIW QEAs through the applicable Revocation List or revocation status service.
- 3.9. Archive the records related to issued QEAs for the legally required term, counting from their expiry date.
- 3.10. Comply with other obligations that may be imposed by the regulatory standards or by the provisions established by the Supervisory Body.
- 3.11. DigitalSign won't, under any circumstances, intervene in the relationship between the SUBSCRIBER and third parties of this Qualified Electronic Attribute Attestation Issuance Contract.

4. SUBSCRIBER'S OBLIGATIONS

In accordance with the applicable law, the SUBSCRIBER is required to:

- 4.1. Respect and enforce, through the Attribute Subject and any natural person with legitimate access to the QEAA, all the stipulations provided for in these General Conditions and in the Service Policy.
- 4.2. Exclusively use the QEAA, in accordance with these General Conditions, for its intended purpose and within the scope of the Service Policy.
- 4.3. Acknowledge that the QEAA attests attributes of the identified Attribute Subject and may not be used by, or to attest attributes of, any third party, even if authorized by the subject.
- 4.4. Provide complete and accurate information regarding the identity and the attributes to be attested, and provide valid consent for the processing and attestation of such attributes.
- 4.5. Verify that the attributes and identifying data contained in the issued QEAA are correct and report any inaccuracies observed to DigitalSign.
- 4.6. Communicate to DigitalSign any subsequent change regarding the identity of the Attribute Subject, the attested attributes or the powers of representation, and the date of their occurrence.
- 4.7. Observe the security procedures and applicable technical requirements relating to the request, holding, presentation and, where applicable, storage of the QEAA, including, in the case of EUDIW QEAs, the safeguarding of the European Digital Identity Wallet and of the key material to which the QEAA is bound.
- 4.8. Where the QEAA is linked to a qualified electronic signature certificate, guarantee that the

corresponding private key is kept under its control and refrain from using the QEAA where the underlying qualified certificate is expired or revoked.

- 4.9. Acquire computer systems, applications or electronic services that satisfy, in terms of equipment and software, the technical requirements for the request, use and, where applicable, storage of the QEAA.
- 4.10. The QEAA SUBSCRIBER and the Attribute Subject shall not permit, facilitate or tolerate any unauthorized use of the QEAA, whether by themselves or by any third party, and shall exercise due care to prevent access to, possession of, or use of the QEAA by any person not duly authorized for that purpose.
- 4.11. Refrain from using a QEAA which is expired or revoked, or whose attested attributes the SUBSCRIBER knows to be no longer valid.
- 4.12. For long-lived QEAA's and EUDIW QEAA's, request DigitalSign to immediately revoke the QEAA whenever the attested attribute is no longer valid, the underlying qualified certificate is compromised, lost or stolen, or, in the case of EUDIW QEAA's, the holder loses control of the wallet or the device binding is compromised. Revocation requests shall be signed with a valid qualified electronic signature or a valid QEAA of the SUBSCRIBER, in accordance with the Service Policy.
- 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 QEAA outside the scope of this agreement.
- 4.14. Pay the price of the services provided by DigitalSign, where applicable.
 - 4.14.1. If the QEAA is issued within the scope of a contract celebrated between DigitalSign and a third party (namely, commercial partners), the latter may be responsible for paying the services provided.

5. Qualified Electronic Attribute Attestations (QEAA's)

5.1. Categories of QEAA:

5.1.1. DigitalSign issues three categories of QEAA under the Service Policy, distinguished primarily by their validity period and resulting revocation regime: (a) Short-lived QEAA's, with a maximum validity of 23 hours, 59 minutes and 59 seconds and no revocation service; (b) Long-lived QEAA's, whose validity is indexed to the subject's qualified certificate and which are subject to a revocation regime; and (c) EUDIW QEAA's, issued to and presented through a European Digital Identity Wallet.

5.2. QEAA Content:

5.2.1. The QEAA issued by DigitalSign contains, as a minimum, the identifier of DigitalSign as QEAA SP, a unique identifier for the QEAA, the validity start and end times, the identifier of the subject, the verified attributes selected by the subject, and the qualified electronic seal of DigitalSign.

5.2.2. The SUBSCRIBER hereby acknowledges that the QEAA does not contain any information other than that resulting from the verified attributes and the elements referred to in the preceding paragraph.

5.2.3. In case any attribute requested by the SUBSCRIBER has not been verified against an authentic source, DigitalSign reserves the right not to issue the QEAA or to issue it only with the attributes that have been duly verified.

5.3. QEAA utilization and probative legal value:

5.3.1. The obligations assumed by the SUBSCRIBER related to the use of a QEAA, during its term of validity, remain valid after its expiry, according to the obligation in question and under its terms.

5.3.2. A QEAA issued under these General Conditions enjoys the legal effects attributed to qualified electronic attestations of attributes by Article 45b of the eIDAS Regulation, including that it shall not be denied legal effect and admissibility as evidence in legal proceedings solely on the grounds that it is in electronic form, and the presumption of the accuracy of the attested attributes within the limits set by Union and national law.

5.4. QEAA Revocation

5.4.1. Short-lived QEAs are not subject to revocation, given their validity period not exceeding 24 hours. Relying parties shall verify the validity period of the QEAA as part of their reliance checks.

5.4.2. DigitalSign will revoke a long-lived QEAA or a EUDIW QEAA upon signed request of the SUBSCRIBER, when the Supervisory Body orders it, when the QEAA was issued on the basis of false or inaccurate information, when the attested attribute is no longer valid or the authentic source so indicates, when the underlying qualified certificate is revoked or has expired, or when DigitalSign ceases to operate, as set forth in the Service Policy. EUDIW QEAs are additionally revoked where the EUDIW becomes invalid or the device binding is compromised.

5.4.3. If the QEAA is issued within the scope of a contract celebrated between DigitalSign and a third party (namely, commercial partners), DigitalSign may revoke the QEAA upon written and substantiated request from the third party.

5.4.4. In the cases provided for in the preceding paragraphs, DigitalSign will revoke the QEAA by publicising its revocation in the applicable Revocation List or revocation status service, applying privacy-preserving techniques.

5.4.5. Upon the revocation of the QEAA, the SUBSCRIBER will refrain from its use and, where the medium allows, the QEAA should be deleted from the holder's environment.

5.5. Revocation and Expiry Effects

5.5.1. A long-lived QEAA's or EUDIW QEAA's revocation is available to third parties from the date and time of its publicising by DigitalSign in the applicable Revocation List or revocation status service, unless it is proved that its motive is already known to a third

party, the assumed obligations remaining valid until the referred publicising.

5.5.2.A revoked QEAA cannot be reused.

6. QEAA Contract, Issuance and Duration

6.1. QEAA Contract and Issuance Term

6.1.1. The Qualified Electronic Attribute Attestation Issuance Contract comes into force after the attribute validation.

6.1.2. Upon the acceptance of the request and after identity verification and attribute validation, DigitalSign will issue the QEAA, applying its qualified electronic seal and, where applicable, binding it to the subject's qualified certificate or to the EUDIW holder's key material. Time Limit for the collection/issuance of the Qualified Electronic Attribute Attestation is 90 days.

6.2. Validity Term and Contract Expiry

6.2.1. The validity period of a short-lived QEAA shall not exceed 23 hours, 59 minutes and 59 seconds counting from the time of issuance, and DigitalSign applies no backdating. The validity period of a long-lived QEAA shall not exceed the remaining validity period of the subject's qualified electronic signature certificate to which it is linked. The validity period of a EUDIW QEAA is set in accordance with the applicable implementing acts and the Service Policy.

6.2.2. When the subject's qualified certificate expires or is revoked, all associated long-lived QEAs shall be considered invalid, regardless of any stated validity period.

6.2.3. The expiry or revocation of the QEAA, or, in the case of short-lived QEAs, the lapse of their validity period, shall terminate this contract in respect of the QEAA concerned.

6.2.4. Long-lived QEAs and EUDIW QEAs may be renewed before their expiry, subject to re-verification of the attested attributes against the authentic source, in accordance with the Service Policy. Renewal shall not be granted where the authentic source indicates that the attested attribute is no longer valid.

7. QEAA Issuance Process

7.1. The SUBSCRIBER may request the issuance of the QEAA through the methods set out in section 3.3 of the Qualified Electronic Attribute Attestation Service Policy and Practice Statement, available at <https://pki.digitalsign.pt/>.

7.2. DigitalSign reserves the right to refuse the QEAA's issuance if, according to its internal procedures and the Service Policy, the requested attributes cannot be verified against an

authentic source, the identity of the subject cannot be verified at the required assurance level, or the SUBSCRIBER does not meet the requirements considered necessary for the issuance of the QEAA.

- 7.3. In the case provided in the preceding paragraph, DigitalSign will notify the SUBSCRIBER of the non-issuance of the QEAA by electronic means.

8. QEAA Issuance Cost and Payment Methods

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

9. Confidentiality and Authorization of Data Processing and Transmission¹

- 9.1. DigitalSign undertakes to ensure secrecy and confidentiality of all personal data whose collection is not intended for public disclosure, treating all subscriber and subject data as confidential, except data included in issued QEAs or otherwise publicly available.
- 9.2. During the term of this Contract, DigitalSign shall process the SUBSCRIBER's and the Attribute Subject's personal data to the extent that such processing is necessary for the performance of this Contract, including for the purposes of providing the contracted services, verifying identity and attributes, managing the contractual relationship, and complying with the legal and regulatory obligations to which DigitalSign is subject, in accordance with Article 6(1)(b) and (c) of Regulation (EU) 2016/679 (General Data Protection Regulation).
- 9.3. The data collected is intended for the issuance of the QEAA and for the fulfilment of other DigitalSign's legal duties, namely the duty to preserve them for the legal period of 7 (seven) years counting from the expiry of the QEAA, as stipulated by the applicable law, which the SUBSCRIBER declares to know and accept.
- 9.4. For the purposes of performing this Contract, DigitalSign shall process only such personal data as is strictly necessary for its execution, namely for the purposes of identity verification, validation of the attributes against authentic sources, and compliance with applicable legal and technical requirements, acting as Data Controller and ensuring compliance with Regulation (EU) 2016/679 and any other applicable national legislation on the protection of personal data.
- 9.5. Any right of the SUBSCRIBER or the Attribute Subject related to the subject matter of this Section may be exercised in writing to DigitalSign or to the following email:

¹By entering into this agreement, the SUBSCRIBER declares to have knowledge and accept the collection of the personal data of the Attribute Subject, necessary for the provision of DigitalSign's services (specifically for the issuance of QEAs), as well as its subsequent processing and retention for the legally binding period of time, this knowledge and acceptance being a *sine qua non* for the issuance of the QEAA.

dpo@digitalsign.pt.

- 9.6. DigitalSign undertakes to keep the personal data up to date whenever necessary and to ensure that inaccurate or incomplete data is deleted or rectified.
- 9.7. The SUBSCRIBER may at any time access the personal data held by DigitalSign and require its modification or deletion, unless it conflicts with the legal requirements to which DigitalSign is obliged.
- 9.8. For EUDIW QEAA's, DigitalSign implements privacy-preserving techniques, including selective disclosure and, where technically feasible, unlinkability measures, and does not log the content of QEAA presentations, in accordance with the data minimisation principle of the GDPR and the eIDAS 2.0 framework.
- 9.9. In case the SUBSCRIBER requires the deletion of information that DigitalSign deems necessary to provide the service object of this contract, DigitalSign reserves the right to terminate the provision of the service and may terminate this Contract, without compensation or reimbursement of the sums paid by the SUBSCRIBER.
- 9.10. The SUBSCRIBER acknowledges that DigitalSign may disclose personal data to third parties if such communication is reasonably necessary due to any legal or regulatory imperative, to comply with any requirement of a judicial or administrative authority, or for any other lawful purpose pursuant to Regulation (EU) 2016/679.
- 9.11. If DigitalSign subcontracts or assigns to a third party the rights and obligations arising from this contract, it will be informed in the Service Policy.
- 9.12. Upon termination of the services provided by DigitalSign, either by revocation or by expiry of the QEAA, or for any other reason, the SUBSCRIBER's and subject's data may be confidentially kept and stored by DigitalSign for the legally required period.

10. INTELLECTUAL PROPERTY

- 10.1. The SUBSCRIBER declares to know that the QEAA's issuance is based on computer programs and that the processing of personal data, as well as that contained in the QEAA, is compiled in computer databases.
- 10.2. The SUBSCRIBER 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 under the applicable laws.
- 10.3. The SUBSCRIBER 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 these General Conditions imposes changes in the essential obligations of the parties, and also if DigitalSign understands it is necessary to change the terms of the Service Policy applicable to the QEAA that have been defined and/or contracted, these General Conditions shall be amended accordingly.
- 11.2. DigitalSign shall communicate to the SUBSCRIBER the new contractual text, directly or indirectly, which will be considered as accepted by the SUBSCRIBER if its acceptance is expressed or if there are no objections to its content.
- 11.3. If the SUBSCRIBER 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 (60) 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 SUBSCRIBER 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 SUBSCRIBER's use of its QEAA, 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 the QEAA request and presentation applications if the SUBSCRIBER's computer system or wallet environment contains any computer viruses or malicious software that may affect such issuance and use.
- 12.4. The SUBSCRIBER is civilly and criminally responsible for any acts that violate these General Conditions and for the use of the QEAA, whether performed by the SUBSCRIBER, the Attribute Subject or its legal representative.
- 12.5. The SUBSCRIBER is responsible for the accuracy of the data and information provided within the scope of these General Conditions, including the attributes submitted for attestation.
- 12.6. The SUBSCRIBER is responsible for the acts performed by anyone presenting or using the QEAA, in particular where it is bound to a qualified certificate or to a European Digital Identity Wallet under its control.
- 12.7. The SUBSCRIBER 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 SUBSCRIBER or third parties which may occur due to the use of the service, including contamination by computer viruses, unless such damages are the result of DigitalSign's wilful misconduct or gross negligence.

13. Contract Termination and Cancellation

13.1. Termination:

13.1.1. For long-lived QEAA's and EUDIW QEAA's, the SUBSCRIBER may terminate the contract at any time by sending a signed request for the revocation of the QEAA pursuant to clause 5.4 of this contract. For short-lived QEAA's, the contract terminates upon the lapse of the validity period of the QEAA.

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

13.2 Cancellation:

13.2.1 Given the nature of the issuance of a QEAA as the provision of a service created according to the SUBSCRIBER's specifications and for being manifestly personalized, the SUBSCRIBER expressly acknowledges that there is no right to, at will, terminate the contract.

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:

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

13.2.5 Failure to comply with the obligations regarding the rules of use of the QEAA, the submission of false or inaccurate attributes for attestation, the infringement of intellectual property rights, or the confidentiality of the data will always be considered a severe breach of contract.

13.2.6 Failure to comply with any obligations arising out of these 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.

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

13.2.8 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.

14. FINAL DISPOSITIONS

14.1. The SUBSCRIBER 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 SUBSCRIBER 's personal data, DigitalSign undertakes to comply with the provisions of 9.12.
- 14.4. The SUBSCRIBER 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, 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:
- For DigitalSign:
E-Mail: geral@digitalsign.pt
Address: Lugar Padre Bernardino Ribeiro Fernandes, n.º 26, 4835-489 Nespereira, Guimarães
- For the SUBSCRIBER: According to the address registered on the QEAA 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, 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
Web: www.triave.pt

For updates and more information, see the Consumer Portal at 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 Qualified Electronic Attribute Attestation Issuance Contract is subject to Portuguese Law.