Agreement on Issuance and Use of Qualified Certificate for electronic signature

PRVNÍ CERTIFIKAČNÍ AUTORITA, a.s., Podvinný mlýn 2178/6, Prague 9, Id. No.: 264 39 395, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, Inset 7136 (hereinafter "I.CA"), represented by Ing. Petr Budiš PhD, general director on the one part

and

(name, surname and birth identification number (BIN) of the applicant for a qualified certificate)
(hereinafter the "Applicant"), on the other part

hereby conclude, in accordance with Section 1746 (2) of the act. No. 89/2012 Cool, the Civil Code, on the below stated date, month and year, this Agreement on Issuance and Use of an I.CA Qualified Certificate (hereinafter the "Qualified Certificate for electronic signature", which shall mean a qualified certificate for electronic signature pursuant to Regulation 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 (hereinafter also "eIDAS")), kept by I.CA under the distinguished name of the applicant for a qualified certificate (DN).

Fingerprint – SHA-256:
Fingerprint – SHA-1:

Serial number of the certificate:
Number of the Registration Authority:
Date of the certificate:
Date of expiry of the certificate:
Registration number of the request:

On the basis of a request kept under the aforementioned registration number and the enclosed documents, on ……
I.CA issued a qualified certificate for electronic signature registered with I.CA with serial number ……….

I.
Issuance and Use of the Qualified Certificate

1. The issuance and use of a qualified certificate, as well as the price conditions, rights and responsibilities and all other relations extra this agreement, shall be governed by the applicable I.CA Certification Policy for Qualified Certificates for electronic signature (RSA algorithm) (hereinafter the "I.CA CPQC RSA"), which is available in electronic form at www.ica.cz, or in both electronic and paper form at the authorized employee of the registration authority (hereinafter "RA").
2. Under this Agreement, I.CA shall issue an initial qualified certificate.
3. The validity of the initial qualified certificate and an extract therefrom are specified above.
4. After expiry of the term of the initial qualified certificate, I.CA shall issue to the Applicant a subsequent qualified certificate with the same validity as the initial qualified certificate. Subsequent qualified certificates may be issued repeatedly during the entire term hereof; however, each such certificate may be issued only on the basis of an express request of the Applicant (see paragraph 5 of this Article I).
5. Before expiry of the term of the initial and each subsequent qualified certificate issued hereunder, the Applicant shall be notified of the possibility of requesting issuance of a subsequent qualified certificate in accordance with the I.CA CPQC RSA. If the Applicant makes such a request, this Agreement shall also apply to all issued subsequent qualified certificates.
6. The initial qualified certificate may be accepted only after presenting this Agreement at the date and at the place of submission of the Request for issuance of a qualified certificate. All subsequent qualified certificates issued hereunder shall be sent electronically.
7. By execution hereof, the Applicant attests to the correctness of the information set forth in the request and in the Protocol on Submission of a Request for Issuance of an I.CA Qualified Certificate, which forms an integral part hereof.
8. By execution of this Agreement, the Applicant confirms, that he was informed about exact terms for using of qualified certification services in accordance with the valid legislative (eIDAS), the I.CA CPQC RSA and Conditions for applying for a certificate in a remote manner, which is available in electronic form on www.ica.cz.

II.
Responsibilities of I.CA

1. I.CA agrees to verify, by suitable means and methods, as specified in the applicable I.CA CPQC RSA, the correctness and uniqueness of the identification details of the Applicant set forth in the qualified certificate for electronic signature kept by I.CA under the distinguished name of the Applicant for a qualified certificate for electronic signature (DN as specified above).
2. On the basis of a request for revocation of an I.CA qualified certificate for electronic signature, I.CA shall revoke a qualified certificate for electronic signature kept by I.CA under the distinguished name of the applicant for a qualified certificate (DN) as specified above. The revocation shall be confirmed to the Applicant by setting forth the serial number of the qualified certificate for electronic signature in the certificate revocation list (CRL), which shall be issued by I.CA in accordance with the applicable I.CA CPQC RSA.
3. On the website at www.ica.cz, I.CA shall provide the Applicant with support pursuant to the applicable I.CA CPQC RSA. I.CA shall also provide support in resolving errors occurred in relation to the use of qualified certificates for electronic signature at hotline@ica.cz.

III.
Responsibilities of the Applicant

1. When using the relevant data for creation of electronic signatures and the qualified certificate for electronic signature, the Applicant agrees to comply with the applicable I.CA CPQC RSA. Identification of the applicable I.CA CPQC RSA shall always be given in the issued qualified certificate for electronic signature. Furthermore, the Applicant agrees to comply with the obligations stipulated by eIDAS.
2. The Applicant agrees not to misuse the relevant data for creation of electronic signatures and the qualified certificate for electronic signature through any conduct that is at variance with the applicable laws of the Czech Republic or with the purpose for which relevant data were created and the certificate issued.
3. The Applicant shall bear full liability for any damage to the property incurred in relation to non-compliance with the Applicant's obligation pursuant to the previous paragraphs, particularly disclosure and misuse of the data for creation of electronic signatures.
4. By execution hereof, the Applicant confirms that he accepts intermediate system certificate of the certification authority (I.CA Qualified CA/RSA 07/2015), whose authenticity may be verified through the valid root certificate of the I.CA certification authority (I.CA Root CA/RSA), as adequate for the subsequent contractual relations with I.CA following from this Agreement and the applicable I.CA CPQC RSA.
5. The Applicant agrees that pursuant to eIDAS he shall notify I.CA once there is a risk of abuse of his data for creation of electronic signatures or once the data stated in the items of his certificate is no longer valid and he shall simultaneously request that the relevant qualified certificate be revoked in the manner specified in the applicable I.CA CPQC RSA.
6. In accordance with Articles 6, 7 and 9 of the General Data Protection Regulation (GDPR), the applicant for the purpose referred to in Article IV. paragraph b) processing gives explicit consent to the processing of a special category of personal data - facial image and identity document (identity card or passport).

IV.
Information and access to personal data

In accordance with Article 13 of Regulation No. 679/2016 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC, the General Data Protection Regulation, I. CA, at the time of obtaining personal data to the applicant the following information:
a) Identification and contact details of the controller - PRVNÍ CERTIFIKAČNÍ AUTORITA, a.s., Podvinný mlýn 2178/6, Praha 9, IČO: 264 39 395, registered in the Commercial Register maintained by the Municipal Court in Prague, file number B 7136, represented by Ing. Petr Budiš, Ph.D., the director. Phone number: 284 081 940, e-mail: info@ica.cz;
b) The purpose of the processing for which the personal data are intended, - the issue and use of a qualified certificate to the applicant in accordance with the legal conditions based on Regulation No 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC; the legal basis for processing is Article 6, paragraph 1, letter b), c) and f) of the General Data Protection Regulation and paragraph 3 of the Act No. 297/2016 on Trust Services for Electronic Transactions;
c) The period for which the personal data will be stored is based on § 3 of Act No. 297/2016 on Trust Services for Electronic Transactions;

d) The applicant has the right to request from I.CA access to, or correction or deletion of, personal data concerning the applicant, restrictions on processing, and to object to the processing, as well as the right to data portability; however, this right is limited by the valid legal regulation in connection with Act No. 297/2016, regulating activities and processing of personal data in I.CA, ie personal data do not have to be deleted in whole or in part, even though the right to delete them has been exercised;
e) The applicant has the right to raise a complaint with the Supervisory Authority;
f) I.CA points out that the provision of the personal data by the applicant is a statutory requirement and the applicant is required to provide personal data, otherwise the contract for the issue and use of the certificate will not be concluded.

V.
Limitation of I.CA's Liability and Extraordinary Measures

1. I.CA shall not be liable for any damage to the property incurred by the Applicant or third parties as a consequence of breach of the Applicant's obligation pursuant to Article III. hereof or in relation to such breach or specification of incorrect data in the request or in the Protocol on Submission of the Request for Issuance of an I.CA Qualified Cerificate for electronic signature.
2. In case of material breach of the Applicant's obligations under Article III (1) to (2) hereof, I.CA shall be entitled to revoke the issued qualified certificate for electronic signature. Furthermore, a qualified certificate for electronic signature may also be revoked for other reasons that are explicitly specified in the applicable I.CA CPQC RSA. I.CA may also revoke a qualified certificate for electronic signature in case of repeated less material breach of the Applicant's obligations provided that the Applicant has been notified of the breach by I.CA in writing during the last 6 months. The Applicant shall not be entitled to indemnification for any damage to the property caused by justified revocation and cancelling of the certificate.

VI.
Final Provisions

1. This Agreement shall come into force on the date of execution and shall enter into effect on the date of acceptance of the qualified certificate for electronic signature. The Agreement may be terminated by written agreement of the Parties and shall also terminate upon expiry of the last qualified certificate for electronic signature issued hereunder. [$ParInsIssuanceCosts2]
2. Termination of the Agreement shall in no way relieve the Applicant of his obligations incurred till then, his obligation to settle all liabilities incurred as a consequence of use of the qualified certificate for electronic signature and to make all acts that cannot be postponed and that are necessary to prevent damage on the part of the communication partner.
3. The Protocol on Submission of a Request for Issuance of an I.CA qualified certificate for electronic signature shall be an integral part hereof.
4. By signing this Agreement, the Applicant confirms the acceptance of a certificate. The applicant also confirms that he checked the personal data above and and confirms their accuracy.
5. The Parties agree that the nature of this contract excludes the possibility to transfer rights and obligations under this Agreement or part thereof to a third party, ie for the relations between I.CA and the applicant shall not apply § 1895-1900 of the Act. No. 89/2012 Coll., the Civil Code.
6. The legal relationships arising out of this Agreement that are not provided for in this Agreement shall be governed by the applicable provisions of the Civil Code.
7. This Agreement has been drawn up in two counterparts, where I.CA and the Applicant shall each obtain one counterpart.
8. The Parties declare that this Agreement has been drawn up on the basis of true information and their true, serious and free will, in witness whereof they affix their signatures.

In Prague

Date according to electronic signature

Ing. Petr Budiš, Ph.D.

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Applicant   I.CA