



## GENERAL CONDITIONS OF SERVICE CONTRACT

Applies for new Clients from 01.09.2011,  
for Clients who subscribed the Service before 01.09.2011 applies from 01.01.2012

### 1. Definitions

- 1.1. SK** AS Sertifitseerimiskeskus.
- 1.2. Client** adult, natural person with active legal capacity or legal person documented in the Client Contract.
- 1.3. Parties** SK and Client.
- 1.4. Contract** Contract, which includes Client Contract, General Conditions and Price List and their amendments and annexes.
- 1.5. Client Contract** part of the Contract, which stipulates the special conditions of the Contract.
- 1.6. General Conditions** part of the Contract, which stipulates the general conditions of the Contract and which lays down the prerequisites of concluding, amending and terminating the Service Contracts with Clients; also the rules of procedure and the procedure of performing rights and duties under the Contracts concluded between SK and a Client.
- 1.7. Price List** the part of the Contract, which stipulates the prices for the Service.
- 1.8. Certificate** Digital data which enables to create digital signatures and identify the User electronically.
- 1.9. Service** Certificate Validation Service and DigiDocService web service.
- 1.10. Certificate Validation Service** issuance of the signed confirmations regarding the validity of the Certificates and creating digital signature in addition to the existence of a document at the time of making the query.
- 1.11 Third Party Service Interruption** Interruptions in the services provided by the mobile operator or in the certification services mediated by SK.
- 1.12. DigiDocService** Web service which applies Validation service and offers the functionality listed in the General Conditions 4.1.
- 1.13. Mobile-ID** Service that allows the User to create digital signatures and to identify the User electronically using a mobile phone
- 1.14. User** End-user of the service offered by the Client; the person, whose Certificate's validity is verified through the Certificate Validation Service.
- 1.15. Working Time** pursuant to the Contract on business days from 9.00-18.00.
- 1.16 Montly Payment** The sum of money invoiced for the use of the Service in one calendar month.

### 2. General

- 2.1. The object of the Contract is providing the Services by SK to the Client pursuant to the conditions stipulated in the Contract.
- 2.2. The Client shall use the Service intentionally pursuant to the conditions of the Contract.
- 2.3. Should there be a discrepancy between the General Conditions of the Service Contract and the terms and conditions of the Client Contract the Client Contract terms and conditions shall prevail.
- 2.4. Parties declare and confirm that they have not violated any legal acts applying to them or any obligations proceeding from the articles of association or other document by concluding the Contract.

### **3. Certificate Validation Service Application Principles**

- 3.1. Certificate Validation Service is provided according to the Internet standard RFC 2560 (OCSP).
- 3.2. The Client's information system shall send a query to the SK for a Certificate and while creating a digital signature to a document.
- 3.3. SK shall reply to the proper query with the Certificate validation including the following characteristics:
  - 3.3.1. Certificate validation is signed in accordance with the valid SK certificate, which is registered as a certificate of time stamp service with the Registry of Certification Services and its area of application is providing Certificate Validation Service;
  - 3.3.2. Certificate validation response includes data about validity of the Certificates in query at the time of query and time of response;
  - 3.3.3. Certificate validation can be used as a proof of a digitally signed document (and its invariability) and of the validity of signing person's Certificate at the moment of signing the Certificate validation;
  - 3.3.4. Certificate validations including the moment of checking the Certificate (thisUpdate) and the signing moment of Certificate validation (ProducedAt) shall not differ more than 3 seconds within a query concerning one Certificate; should the opposite be true the Service shall be considered interrupted;
  - 3.3.5. SK has introduced measures in order to provably exclude the falsification of the Certificate validation;
  - 3.3.6. SK has introduced measures in order to guarantee the evidential value of the Certificate validation for the period of time stipulated in the paragraph 3.5.2.
- 3.4. In accordance with the terms and conditions stipulated in the Contract SK shall provide the reply to the Certificate validation query regarding one Certificate through the peripheral units of SK on average within 0,3 and maximum 3 seconds. Should the times be exceeded the Service shall be considered interrupted.
- 3.5. Evidential value of the Certificate validation:
  - 3.5.1. In order to guarantee the evidential value of Certificate validation SK shall keep the log system in which all changes of Certificate's validity and issued Certificate validations are kept. The check trails of the log system are connected in temporal order. The time, action, means and identification of authorization of the action, queried certificate's/certificates' identifier, the current status and the hash of the document to be authorized shall be included in the log entry;
  - 3.5.2. SK shall store the check trail of the issued Certificate validations and be responsible for their applicability for at least 10 (ten) years counting from the issuance of the Certificate validation to the Client;
  - 3.5.3. The Service does not include making excerpts from the check trail regarding the queries of the Certificate validation and Certificates' validity. Excerpts from the check trail shall be considered as a separate service.
- 3.6. SK informs monthly the Client about the number of queries, which the Client has performed.

### **4. Principles of Application of the DigiDocService**

- 4.1. DigiDocService offers enhanced verification of digitally signed documents, personal identification and digital signature functionality.
- 4.2. Certificate validations produced through and/or taken from the DigiDocService (using the signing and person's identification methods) are included into the count of queries of the Client's Certificate validation.
- 4.3. The application of DigiDocService takes place according to the DigiDocService specifications, which are available on the SK homepage: <http://www.sk.ee>.
- 4.4. SK shall guarantee the correctness of the replies issued by the Service.
- 4.5. SK shall publish the certificate of the DigiDocService in the public data network on the following webpage <http://www.sk.ee/certs/>.
- 4.6. While making queries the Client shall check the authenticity of the Service certificate.
- 4.7. SK guarantees that the data sent by the Client to the Service shall not be available to third persons.
- 4.8. When using the DigiDocService in person identification and signing by Mobile-ID, the Client shall display control code returnable by the Service and ask the User to check its matching with the one on the telephone's screen before entering the PIN.

## **5. Obligations in Provision of Digital Signature**

5.1. The Client shall guarantee the following:

5.1.1. Certificate validation shall be taken as soon as possible;

5.1.2. The User is informed about the legal consequences of the digital signature before entering PIN2;

5.1.3. Measures are implemented to guarantee a single interpretation of digitally signed data;

5.1.4. The User shall have the possibility to be sure in the authenticity of the digitally signed data and the attributes added to the signature (place of signing, role/resolution) should they be used;

5.1.5. The data presented to the User before digital signing is in compliance with the actual data to be signed;

5.1.6. The User shall have the access to the digitally signed document, which is created after the digital signing, if it is not agreed otherwise in the Client Contract.

## **6. Interruptions of the Service**

6.1. Third Party Interruption. shall not be considered as interruption of the Service.

6.2. SK shall inform the Client pursuant to the Contract paragraph 10.4. about the planned interruptions of the Service, its causes and alleged time of restoration of the Service at the latest 7 calendar days before the interruption. Planned interruptions are organized pursuant to the following conditions:

6.2.1. SK has the right to planned interruptions but not more than 2 (two) in every calendar month;

6.2.2. Planned interruption can take place during business and rest days from 23.00 to 7.00;

6.2.3. The duration of a single interruption shall not exceed 3 hours. Total duration of planned interruptions in a month shall not exceed 6 hours.

6.3. SK informs the Client pursuant to the Contract paragraph 10.4 about the unplanned interruptions as quickly as possible, forwarding the information to the contacts documented in the Client Contract. SK shall guarantee that the duration of the unplanned interruptions be no longer than:

6.3.1. Working Time: maximum 45 minutes at once and in one month it shall not exceed 90 minutes;

6.3.2. Rest time: maximum 3 hours at once and in one month it shall not exceed 6 hours.

## **7. Suspension of the Service**

7.1. SK has the right to suspend provisioning of Service to the Client in the following cases:

7.1.1. The Client does not adhere to the terms and conditions of the Contract;

7.1.2. The Client's invoice payment is delayed for longer than 1 (one) month;

7.1.3. Client's action threatens the availability and functioning of the Service to other Clients.

7.2. SK informs the Client about the need of suspension of the Service during the reasonable time.

The Service shall be suspended if the Client does not liquidate the circumstances causing suspension of the Service during the reasonable time stipulated by the SK.

7.3. If the Client has not liquidated the circumstances causing the suspension during one-month from the suspension of the Service, SK has the right to terminate the Contract unilaterally informing the Client within reasonable time in advance but not less than 7 (seven) calendar days.

7.4. SK shall end the suspension of the Service after it has received a notice form the Client regarding the liquidation of the circumstances causing the suspension.

## **8. Value of the Contract and Payment Procedure**

8.1. SK has the right to remuneration from the Client for providing the Service pursuant to the Contract concluded with the Client in accordance with the Price List of SK.

8.2. The Service is divided into different price packages according to the query prices presented in the Price List and the number of the queries. While signing the Contract client chooses a suitable price package according to the Price List which will be fixed in the customer Contract.

8.3. Monthly payment of the Service is calculated by the number of queries performed by the Customer. If the number of queries performed by the Customer is less than the minimum fixed in the price package the monthly payment will be calculated by the number of minimum queries.

8.4. SK issues the invoice monthly for Services to the Client by the 10th day of the following month.

8.5. At the moments of entering into force and termination of the Contract the monthly payment of the Client is calculated for the full calendar month, in which the Service was either launched or the Contract terminated.

8.6. In the cases listed in the Contract paragraph 7.1 the Client has no right to claim the proportional reduction of the monthly payment for the un-provided Service.

8.7. For exceeding the time of the interruptions stated in paragraph 6, the Client has the right to reduce the monthly payment proportionally for the un-provided Service.

8.8. The Client shall pay SK for the Service provided according to the invoice within 30 (thirty) days from the date of issuing the invoice.

8.9. SK has the right to claim a fine for delay from the Client if the invoice is not paid in time. The fine for delay is calculated from the calendar day following the deadline for payment and it is 0,15% from the outstanding amount for each delayed calendar day.

## **9. Confidentiality of Contract and Utilization of Data**

9.1. The Parties shall keep the information regarding other Party, its clients, business partners, employees, financial-economic situation or transactions, which became known in connection with the conclusion implementation, amending or termination of the Contract, as confidential and without a term, shall not disclose such information to third persons without the written consent of the other Party even after the termination of the Contract.

9.2. In offering the Service to third persons the Parties to the Contract have the right to refer to the existence of the Contract if it is stipulated in the Client Contract, but they shall not refer to the details of the substance and technical data. This confidentiality requirement shall not be extended to the publication of the information to the auditors of the Parties, institutions executing the surveillance in accordance with the law and to legal counsellors.

9.3. SK has the right to use the Client's data of Service application as an example introducing their Service and technology if it is in compliance with the Client Contract.

## **10. Notification liability and Documentation Form**

10.1. The Client shall inform SK about the changes in the data of the Contract and forward new data to the SK promptly in writing to the e-mail address stated in the Client Contract. The change of data is regarded the Client's data incl. the changes of authorized person, contact person, computer network address and in the underlying data of the chosen price package (expected change in the amount of queries).

10.2. Until the other Party has not confirmed the opposite both Parties have the right to allege that the contacts are the same, and that the authorities of the contact persons have not been changed or withdrawn.

10.3. SK informs the Client about the suspension of the Service, changes in the Service or termination of the Service, about the amendments of the General Conditions of the Contract or Price List pursuant to the Contract paragraph 13.5. by forwarding the information to the contacts documented in the Client Contract.

10.4. Informative notices related to the Contract can be forwarded between the Parties also by e-mails, in a form allowing written reproduction or forwarded through the SK e-service bureau, if possible. Notices that may have legal consequences shall be in writing and delivered against the signature by mail or digitally signed by e-mail.

## **11. Liability of Parties**

11.1. If the obligations under the Contract are not fulfilled or fulfilled not in compliance with the Contract, the Parties are liable for the direct material damage incurred by the other Party or a third person as a result of it.

11.2. SK is liable for the correctness of the information which is based on its issued Validation Service.

11.3. SK is not liable for the content of the transaction based on the issued Certificate validation.

11.4. The interruption times of the Service stipulated in paragraph 6 which exceed the time the Client has the right to ask Contractual penalty in the following way:

11.4.1. During Working Time 1% of the Contract monthly payment in 1 minute;

11.4.2. During non-working time 10% of the Contract monthly payment in 1 hour;

11.4.3. But not more than the amount of one monthly payment in one calendar month.

## **12. Force Majeure**

12.1. Should the obligations stipulated in the Contract be not fulfilled the Parties are excused from the liability if some unforeseen event beyond the control of Parties (*Force Majeure*) prevented them from performing their obligations under the Contract.

12.2. The Party influenced in performing its obligations under the Contract paragraph 10.4 due to the *Force Majeure* shall immediately notify the other Party verbally about it and as quickly as possible in writing.

12.3. *Force Majeure* does not excuse the Parties from the responsibility to implement all possible measures for minimizing and avoiding losses connected with non-performance of the obligations or fulfilled not in compliance with the Contract.

12.4. Should the influence of the *Force Majeure* last longer than 30 days, the Party has the right to unilaterally terminate the Contract by informing the other Party in writing.

### **13. Amendments**

13.1. Amendments and supplements of the Client Contract shall be prepared in writing by the Parties if not stipulated differently in the Contract. Should the form agreed in the Contract not be followed the amendments and supplements shall be considered void.

13.2. Amendments and supplements of the Client Contract concerning the Client's data incl. The authorized person, contact person and computer network address should not be formalized in writing. Client is obliged to inform SK according to the Contract paragraph 10.1.

13.3. If the amendments of Client Contract's data require changes in DigiDocService and/or Certificate Validation Service, SK shall introduce the changes within 5 (five) working days.

13.4. If the amendments of the Contract require changes in the Client's software, SK shall notify the Client about the changes at least 1 (one) month in advance if not agreed differently in written.

13.5. SK has the right to change the conditions of the Price List, which are the basis for designating the price of the Contract, and General Conditions of the Contract for improving the quality of the Service and supplementing the conditions, concerning technical changes and changes in the process of providing the Service unilaterally informing the Client at least 3 (three) months in advance, but not more than twice a year. Client is being informed as set forth in General Conditions of the Contract in paragraph 10.3.

13.6. If the Client disagrees with the amendments of the Contract stipulated in General Conditions paragraphs 13.4 and 13.5 the Client has the right to terminate the Contract within one month counting from receiving respective information from SK.

13.7. If the Client has not terminated the Contract pursuant to the general provisions paragraph 13.6 Client is considered to be agreed with the amendments of the Contract.

13.8. Client has no right to transfer the Contract and the rights and liabilities to third persons without the written consent of SK. The rights and liabilities transferred without the consent of SK by the Client to the third persons shall be considered void.

### **14. Validity and Termination**

14.1. The Contract is concluded without a term if not stated differently by the Parties in the Client Contract.

14.2. The Contract enters into force after signing by Parties if not stated differently by the Parties. The Service providing shall start on the date documented in the Client Contract but not before it enters into force.

14.3. The Contract shall be terminated in the following cases: death of the Client-natural person; if a Client-legal person files liquidation/bankruptcy petition; liquidation of the SK, by the mutual Contract of Parties or unilateral termination in accordance with the Contract.

14.4. The Client has the right to terminate the Contract unilaterally by informing SK 2 weeks in advance.

14.5. SK has the right to terminate the Contract unilaterally in the following cases:

14.5.1. Terminating the provision of Service, informing the Client about it minimum 4 (four) months in advance;

14.5.2. If a Client uses Service in an unintentional manner, for illegal purposes or in a way which may cause essential harm to SK or third persons. In such case there is no applicable term of informing in advance. The Client is informed promptly;

14.5.3. Pursuant to the paragraph 7.3 of the Contract.

14.6. If a Party to the Contract breaches essentially the conditions of the Contract the other Party has the right to stop performing its right and obligations under the Contract and to terminate the Contract if the other Party remains in breach within 5 (five) working days from receiving the written notice.

14.7. Termination of the Contract shall not exempt the Client from an obligation to pay invoices for the Service offered until the fixed date of termination of the Contract.

14.8. Termination of the Contract shall not influence the falling due and satisfying the monetary claims arisen before the termination of the Contract.

## **15. Disputes**

15.1. This Contract shall be governed by and construed in accordance with Estonian law.

15.2. The Parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Contract. In the event that no settlement is reached between the Parties the dispute shall be solved at the Harju County Court.