



GENERAL TERMS AND CONDITIONS  
Version 2.2

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**1. About the Service Provider**

Trans Sped SRL is a qualified trust service provider under Regulation (EU) No 910/2014 [1], applicable to electronic signatures (referred to hereinafter as “eIDAS Regulation”).

Name and address of the service provider: Trans Sped SRL, RO 12458924, 38 Despot Voda street, 2nd district, 020656, Bucharest, Romania

Customer service desk business hours: 8:00 AM to 6:00 PM on business days

Customer service desk phone number: +40.21.210.75.00

Customer service desk e-mail address: office@transsped.ro Information about the service may be accessed at:

[www.transsped.ro](http://www.transsped.ro)

Complaints may be notified to: Trans Sped 38 Despot Voda street, 2nd district, 020656, Bucharest, Romania

## 2. Definitions

**Trusted service**, represents all and any of the basic certification services offered by Trans Sped as a Qualified Trusted Service Provider regarding the issuance, administration, suspension, revocation, renewal, storage and verification of the status of qualified digital certificates, in accordance with the Regulation (EU) no.910 / 2014, of the decisions of the European Commission for its implementation and the national legislation in force in the field, as well as any other related services mentioned on [www.transsped.ro](http://www.transsped.ro). Including, but not limited to, an electronic service routinely provided in return for remuneration, which consists of creating electronic signatures, electronic seals, time stamps and certificates related to those services, as well as maintaining long-term signatures and of electronic seals.

**Certificate Authority (CA)** is a trusted institution that certifies public cryptographic keys and issues certificates. For this purpose, the information contained in the public cryptographic key is verified, particularly the identity of the key holder.

**Registration Authority (RA)** is an entity responsible for identifying and authenticating certificate users but does not sign or issue certificates. An RA is delegated certain tasks on behalf of a CA.

**User** represents the natural person on whose behalf the digital certificate is issued for electronic signature and who creates an electronic signature, thus attributing the quality of holder of the qualified digital certificate. The user may be a natural person acting in his own name or a natural person designated representative of a legal person.

**The beneficiary** is a natural or legal person who orders and bears the cost of a trusted service provided by Trans Sped. The beneficiary may coincide with the User or may be a different physical or legal entity.

**Qualified certificate for electronic signature**, means a certificate for electronic signatures that is issued by a qualified reliable service provider and that meets the requirements set out in Annex I of Regulation (EU) no.910 / 2014.

**Qualified Electronic Signature** is a small block of data (hash value) that is encrypted using the recipient's private key and attached to the signed data to provide authenticity and integrity. The digital signature is verified using the sender's public key.

**The Certification Practice Statement**, hereinafter referred to as the CPS, represents the Certification Practice Statement of the Trans Sped Certification Authority, available to any interested party at [www.transsped.ro](http://www.transsped.ro). **The Certification Policy**, hereinafter referred to as the CP, represents the Certification Policy of the Trans Sped Certification Authority, available to any interested party at [www.transsped.ro](http://www.transsped.ro).

**Personal data** means any information about an identified or identifiable natural person ("data subject"); an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identification element, such as a name, identification number, location data, an online identifier, or to one or more many specific elements, specific to its physical, physiological, genetic, psychological, economic, cultural or social identity.

**The European Regulation 910/2014 (eIDAS)** refers to EU Regulation No. 910/2014 of the European Parliament and the Council of July 23, 2014, on electronic identification and trust services for electronic transactions in the internal market, and repeals Directive 1999/93/EC.

**The European Regulation 679/2016** refers to EU Regulation No. 679/2016 of the European Parliament and the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and the free movement of such data, and repeals Directive 95/46/EC

## 3. Object

- 3.1. This document sets out the general terms and conditions regarding qualified digital certificates provided by Trans Sped and requested by the User or the Beneficiary.
- 3.2. Trans Sped provides qualified digital certificates in accordance with the CPS/ CP in force, these being considered an integral part of this document.

3.3. The request for the provision of a qualified digital certificate to Trans Sped implies the acceptance of these general conditions. Trans Sped will not provide the qualified digital certificate if the applicant does not comply with the methods of identifying it according to the legislation in force, as well as if it does not accept the present general conditions.

#### **4. Duration**

This document enters into force at the time of its signature by the User, but not before the Beneficiary signs the Agreement with the user / Contract providing qualified digital certificates and is valid for the entire validity period of the requested digital certificate, but no longer more than 3 years.

#### **5. Services**

Trans Sped provides the following:

##### **5.1. Issuing a qualified digital certificate**

5.1.1. The issuance of a qualified digital certificate is carried out in accordance with the provisions of the CPS/ CP, as well as with the instructions published at [www.transsped.ro](http://www.transsped.ro).

5.1.2. When issuing a qualified digital certificate, Trans Sped verifies, through the Registration Authorities, by appropriate means and in accordance with the legislation in force, the identity, and when appropriate, the specific attributes of the natural person who is to hold the title of qualified digital certificate.

##### **5.2. Renewal of a qualified digital certificate**

5.2.1. Before the expiry of the validity period of the digital certificate, Trans Sped commits to notify the User in this regard, with 30, 15, 7 and 1 day respectively before the expiry date.

5.2.2. Renewal of a qualified digital certificate applies to Users who hold a digital certificate issued by Trans Sped and who want a continuity thereof, the procedure being carried out in accordance with the provisions of the CPS/ CP, as well as the instructions published at [www.transsped.ro](http://www.transsped.ro).

5.2.3. The identification of the User requesting the renewal of a qualified certificate is carried out following the same rules as for the issue.

##### **5.3. Revocation of a qualified digital certificate**

5.3.1. The revocation of a qualified digital certificate implies the cancellation of the validity of the certificate and the withdrawal of any right to use it, the action being permanent, without the possibility of returning to the initial state of the certificate.

5.3.2. The revocation of a qualified digital certificate is made in accordance with the provisions of the CPS/ CP, as well as the instructions published at [www.transsped.ro](http://www.transsped.ro).

5.3.3. In case of revocation of a qualified digital certificate, Trans Sped will immediately notify the User in this regard, mentioning the reasons that were the basis for the revocation.

5.3.4. Trans Sped will enter the mention of revocation of the certificate in the electronic register of certificates, within a maximum of 24 hours, the revocation becoming opposable to the third parties from the date of its registration in the electronic register of certificates. Also, Trans Sped will introduce the revoked certificate in the List of Revoked Certificates.

5.3.5. Trans Sped will make available to any interested party the information regarding the status of the issued certificates (example: active, suspended, revoked, expired). This information will be available for each certificate issued, at any time, including after the certificate expires, in an automatic, reliable, free and efficient way.

5.3.6. The revocation of a qualified certificate is carried out within 24 hours from the moment when Trans Sped became aware of any of the following cases:

- at the request of the User and / or the Beneficiary, after a prior verification of its identity and in accordance with the instructions published at [www.transsped.ro](http://www.transsped.ro); - upon the user's death or interdiction or by a final court decision.
- if it is beyond doubt that the certificate was issued on the basis of erroneous or false information or the essential data on the basis of which the certificate was issued no longer correspond to reality;
- if fraudulent qualified digital certificate is proven to be used or if the electronic signature creation data has been compromised;
- upon expiry of the maximum period during which the certificate may have the status of suspended; - for any of the cases described in point 4.5.1. from CPS/ CP.

#### **5.4. Suspension of a qualified digital certificate**

5.4.1. The suspension of a qualified digital certificate entails the temporary loss of the validity of a qualified digital certificate and is carried out in accordance with the provisions of the CPS/ CP, as well as the instructions published at [www.transsped.ro](http://www.transsped.ro).

A certificate is suspended for a maximum of seven (7) days after the request for suspension. A certificate may be suspended twice; a third suspension and exceeding the suspension period entail the revocation of the certificate.

5.4.2. In the case of the suspension of a qualified digital certificate, Trans Sped will immediately notify the User in this regard, mentioning the reasons underlying the suspension.

5.4.3. The suspension of a qualified certificate is made within 24 hours from the moment when Trans Sped became aware of any of the following cases:

- (a) at the request of the User and / or the Beneficiary, after a prior verification of its identity and in accordance with the instructions published at [www.transsped.ro](http://www.transsped.ro);
- (b) if the suspension was ordered by a final court decision;
- (c) for any of the cases described in article 4.3.6., provided that there is only suspicion in this regard;
- (d) in any other situations where further explanations or information from the User or the Beneficiary are required

#### **6. Trans Sped Obligations and Liability**

6.1. To provide certification services according to the information received.

6.2. To comply with the provisions of the Certificate Policy/Certification Practice Statement (CP/CPS) and applicable European and national legislation.

6.3. To ensure the security of the IT systems used for providing qualified trust services by using universally recognized practices in the field and those recommended by international standards.

6.4. To process personal data appropriately and in compliance with the provisions of Regulation (EU) No. 910/2014, Regulation (EU) No. 2016/679 on the protection of natural persons regarding the processing of personal data and the free movement of such data, and other provisions of Union or national law related to data protection.

#### **7. Obligations of the User**

7.1. To provide Trans Sped with accurate, complete, and up-to-date information when registering a request for issuing a qualified digital certificate.

7.2. To provide Trans Sped with a phone number that will remain exclusively under their control and possession for the validity period of the qualified digital certificate. The user is responsible if the mobile phone containing the declared phone number is transferred, lost, or accessed by another person. By accepting these Terms and

Conditions, the user acknowledges and agrees to the rights and obligations arising from the GDPR Information Notice regarding the processing of personal data by Trans Sped S.A., in compliance with legal provisions on the protection of individuals regarding the processing of personal data and the free movement of such data (including retention of a copy of the ID card for performing necessary operations to provide the requested qualified trust services, including the use of certain data to create, maintain, and make available a public electronic registry of digital certificates, in accordance with applicable legislation).

7.3. To use only those secure cryptographic devices and software applications approved and recommended by Trans Sped.

7.4. To use the qualified digital certificate issued in their name only for its declared purposes and according to its scope, in compliance with the Trans Sped CP/CPS.

7.5. To adhere to Trans Sped's guidelines and instructions regarding the proper use of qualified digital certificates and the secure cryptographic devices on which they are stored, not to exceed the limitations imposed by these general conditions, and not to transfer the qualified digital certificate to third parties.

7.6. To take all necessary measures to securely store the code and authentication and authorization credentials to prevent their loss, compromise, alteration, and unauthorized use.

7.7. To possess and use the necessary hardware and software resources for using the qualified digital certificates, assuming responsibility for their proper configuration, operation, and compatibility.

7.8. To immediately request the revocation or suspension of the qualified digital certificate from Trans Sped in the event of any event specified in Part 5.3 and 5.4.

7.9. To comply with these general conditions, as well as the current Trans Sped CP/CPS, published at [www.transsped.ro](http://www.transsped.ro).

7.10. To verify the content of the qualified digital certificate upon receipt, especially the accuracy of the data and the complementarity of the public key with the private key they hold, and in case of any discrepancies, to request immediate revocation of the certificate. The certificate is considered accepted by the user once it has been issued. Once accepted, a certificate cannot be returned.

7.11. To notify Trans Sped immediately of any changes in their identification data (name, surname, email address, and phone number).

7.12. Not to attempt unauthorized access or any IT intervention on Trans Sped's database or equipment in any way or by any means.

7.13. To use qualified trust services in good faith and not to hold Trans Sped accountable if such services are used improperly and/or fraudulently.

Any failure by the user to fulfill their obligations will be considered a breach of the general conditions and will result in the revocation of the qualified digital certificates, and Trans Sped reserves the right to claim damages.

7.14. The user is responsible for the content and nature of the documents on which the qualified electronic signature will be applied.

7.15. The user is personally responsible if the information provided regarding their identity and/or other personal data is false, inaccurate, incomplete, or expired, or if they use false identification documents. In such cases, the user will be personally liable for all violations mentioned above and agrees to compensate and protect Trans Sped, its representatives, successors, and assigns against all liabilities, costs, claims, and direct or indirect damages arising from claims or actions brought by third parties against Trans Sped or its representatives, caused by the user's actions.

## 8. Limitations, restrictions and exclusions

- 8.1. Qualified digital certificates for electronic signature can only be used to perform cryptographic operations such as authentication, electronic signature, only by the certificate holder
- 8.2. The use of the qualified digital certificate for electronic signatures is prohibited for purposes other than those indicated and permitted by Trans Sped, and it is forbidden to use an expired, suspended, or revoked qualified certificate to create electronic signatures.
- 8.3. Trans Sped is not responsible for:
  - a) damage by force majeure and / or by accident;
  - b) the inappropriate use of qualified trust services;
  - c) storing incorrect data in Trans Sped's databases and including them in digital certificates issued to the User if the User has stated that such data is correct;
  - d) damages caused by the theft or damage of secure cryptographic devices that store digital certificates, their unauthorized use or for any negligence of the User in their retention and use.
- 8.4. In case of non-performance or improper performance of any of the contractual obligations assumed, the injured party will be entitled to claim from the guilty party the payment of damages, at the amount the actual damage created and proven. The Provider's liability will be limited to a maximum of 10,000 euros for each claim for damages.
- 8.5. Trans Sped assumes no liability and cannot be liable for damages for indirect damages, unrealized profits or profits, financial losses, customers or data. In the event of such a claim to cover the damage suffered, Trans Sped's liability is limited to the value of the service provided for each such request.
- 8.6. Trans Sped reserves the right to refuse the issuance of a qualified digital certificate to those applicants who do not have full capacity to exercise their rights, in accordance with the national and European legislation in force or if they have identified the absence of the applicants' ability to read and /or write.
- 8.7. If a certificate has been issued and accepted by a User, it cannot be returned.
- 8.8. Trans Sped offers no guarantees regarding the installation, correct and regular operation, or the security of the software and hardware systems used by the User, nor with regard to the regular and efficient functioning of electrical, internet, and telephone lines.
- 8.9. Considering that the qualified digital certificate is a customized product with a limited validity period, according to Article 16 of Directive 2011/83/EU of the European Parliament and of the Council of October 25, 2011, on consumer rights, the User, as defined under Article 2 of the aforementioned EU Directive, confirms and accepts that the withdrawal provisions set out in Article 9 of Directive 2011/83/EU shall not apply.

## 9. Confidentiality. Processing of personal data

- 9.1. Trans Sped collects, processes, stores and archives personal data for the purpose of providing the requested reliable services and only in accordance with the provisions of Regulation (EU) no. 679/2016 and under conditions that ensure the confidentiality of all the information that it is aware of both at the signing of the agreement with the user / the contract, as well as during its development.
- 9.2. Trans Sped processes personal data in accordance with Article 5 of Regulation (EU) 2016/679 of the Council of the European Union and the European Parliament on the protection of natural persons with regard to the processing of personal data and the free movement of such data. Trans Sped implements measures to protect the rights and freedoms of data subjects, aiming to ensure the following principles:
  - Lawfulness, fairness, and transparency;
  - Purpose limitation;
  - Data minimization;

- Data accuracy;
  - Storage limitation;
  - Integrity and confidentiality.
- 9.3. The provision of personal data by the User is mandatory for Trans Sped to deliver the qualified trust services requested by the User, and the User's refusal to provide this data will result in the inability to provide these services
- 9.4. The user also has the obligation to maintain the confidentiality, according to the CPS/ CP in force at the date of issuing the certificate, published at [www.transsped.ro](http://www.transsped.ro).
- 9.5. Both Trans Sped and the User will be exempt from liability for the disclosure of confidential information, if:
- a) the information was known to one party before it was communicated by the other party;
  - b) the information was disclosed after the written agreement of the owner of the respective information was obtained;
  - c) the party who was bound to confidentiality, was legally obliged to disclose that information.
- 9.6. The disclosure of any confidential information to the persons involved in the process of providing qualified trust services, will be carried out in confidence, in compliance with the provisions of Regulation no. 679/2016 and will extend only to those information necessary to carry out the activities of the respective persons.
- 9.7. A third party may only have access to publicly available information in certificates (such as: name, first name, email). The other data provided in the applications sent to Trans Sped will not be disclosed under any circumstances to any third party, voluntarily or intentionally (except as provided by law).
- 9.8. The present conditions of confidentiality will be complemented with the provisions of national and European legislation, regarding the processing of personal data.
- 9.9. The information note regarding the protection of personal data can be consulted at [www.transsped.ro](http://www.transsped.ro).

## 10. Termination

The present general conditions will cease in one of the following situations:

- a) upon expiry or revocation of the qualified digital certificate;
- b) on the date of rejection of the certificate application;
- c) in case of non-acceptance of the digital certificate qualified by the User;
- d) within 30 (thirty) days of receipt of a notification from Trans Sped, regarding the User's breach of the obligations assumed by the general conditions and if this violation has not been remedied within this period;
- e) in the case of termination of the contract for the provision of qualified reliable services, concluded between Trans Sped and the Beneficiary.

## 11. Availability

Trans Sped offers public service hours from Monday to Friday, between 08:00 and 18:00, excluding national public holidays. It provides Users and any other interested parties with information about the qualified trust services offered, as well as other related products and services, via the phone number 021 210 75 00 (at standard rates) or by email at [office@transsped.ro](mailto:office@transsped.ro).

## 12. Modifications

The Trust Service Provider has the right, and the User acknowledges and accepts this right, to modify these Terms and Conditions, the CP/CPS, and post-sale service and support conditions at any time. Changes will be notified

to the User via email, registered mail, or by posting on [www.transsped.ro](http://www.transsped.ro) and will take effect 30 (thirty) days after notification or publication. If the User does not accept the changes, they have the right to terminate the contract before the effective date of the changes by sending written notice to Trans Sped.

### **13. Settlement of disputes**

13.1. All disputes or misunderstandings regarding the Contract or its execution will be resolved amicably by the representatives of the Parties, according to the Civil Procedure Code.

13.2. In case the amicable settlement of the disputes or disagreements is not possible, their settlement will be carried out by the courts in whose constituency the Trans Sped headquarters is located, in accordance with the Romanian legislation in force.

### **14. Communications**

Any communication between the parties, to have legal effect, must be made in writing as follows: by email, by phone in situations expressly specified in the contract, by mail, courier, or registered letter with acknowledgment of receipt, or by fax with transmission confirmation

**Qualified Trust Service Provider**  
**Trans Sped S.A.**