



**Terms & Conditions for Certum eDelivery Qualified Trust Service –
electronic registered delivery**

Version 1.0

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1. The subject and scope of application of the Terms & Conditions

The purpose of these Terms & Conditions of Certum eDelivery Qualified Trust Service – electronic registered delivery (hereinafter referred to as the **Terms & Conditions**) is to set forth the detailed regulation of the legal relationship between **Certum** and the party who is the recipient of the service (hereinafter referred to as the **Customer**). The trust service provided by Certum includes:

- a) terms of service,
- b) conditions of service.

2. Applied trust services policy

The provision of the qualified trust service described in these Terms & Conditions is governed by the Policy and Code of Certum eDelivery Qualified Service – electronic registered delivery (hereinafter referred to as the **eDelivery Policy**) and the Certificate Policy and Certification Practice Statement of Certum's Qualified Certification Services (hereinafter referred to as the **Master Policy**). The documents are available on the Certum Certification Authority website at: www.certum.pl.

3. General Terms and Conditions of Service Use

- 3.1. Customer registration and entry into the BAE (Electronic Addresses Database)
 - a) Certum registers the customer on the basis of an application, which constitutes a confirmation of the data truthfulness and the consent of the customer to have these data assigned to him/her.
 - b) A delivery box is activated by submitting an application to the BAE (Electronic Addresses Database) to assign a new delivery address or to transfer a delivery address from another provider.
- 3.2. Use of the service is possible after prior authentication.
- 3.3. In the process of service activation, the Customer is required to provide an e-mail address and possibly a phone number for notifications. Failure to provide data for notification will result in inability to use the service.
- 3.4. The e-mail address for notification will be used to send:
 - a) notifications of amendments to the Terms & Conditions,
 - b) notifications of amendments to the **eDelivery Policy, Master Policy,**
 - c) information about pending messages,
 - d) optional information - configured by the customer concerning the service,
 - e) other information necessary in the process of providing the service.
- 3.5. It is the Customer's responsibility to immediately notify us of any loss of access or change of email address for notification.
- 3.6. The Customer is obliged to receive information about pending messages.
- 3.7. Failure to receive notification via the email address for notification does not constitute grounds for a claim or failure to effectively notify the customer of pending messages within the service.

3.8. Once 98% of the guaranteed delivery box capacity is full, the sender loses the ability to send and receive correspondence until the sender frees up capacity in the delivery box, of which the sender is notified at the email address for notification.

3.9. Each electronic delivery address is assigned one eDelivery box with guaranteed capacity. The box capacity includes:

- a) messages sent,
- b) messages received as part of the eDelivery service,
- c) working messages,
- d) messages transferred to the trash,
- e) evidence.

4.0. The recipient has the option to renew the subscription to the eDelivery service before the box expires.

Standard basic eDelivery box - free of charge:

- a) renewal of the Standard basic eDelivery box service,
- b) change to another paid eDelivery box package.

If the service subscription is not renewed, the Standard box goes into read-only box mode.

Paid eDelivery boxes:

- a) renewal of the service by purchasing one of the available service packages.

4. In the absence of renewal of the service subscription, the eDelivery box goes into the mode of Standard - free eDelivery box. Terms of service

4.1. The service is made available in three options:

- BASIC – normal message – the contents of the message are made available to the addressee without the possibility of rejection. Messages delivered via the public eDelivery service are only supported in the BASIC option.
- CONSENTED – advised message – notification is sent to the addressee before the message is delivered. The addressee is obliged to accept or reject the content of the message; the content of the message is made available only after its acceptance by the addressee.
- CONSENTED SIGNED – as in CONSENTED – with the addition of a signature requirement, a digital signature by the addressee of the acknowledgment of receipt is required.

This service is not provided in other messages options.

4.2. The Service ensures that the message to be delivered will be available to the addressee for a period of not less than 30 days from the time of posting depending on the business package purchased.

4.3. A separate message with an individual number is created for each addressee.

4.4. Separate evidence of each stage of the service is issued for each message.

4.5. The size of a single message cannot exceed 15 MB.

4.6. The sender is responsible for the content transferred within the service, including but not limited to the content of the correspondence. The sender is prohibited from providing unlawful content.

4.7. The names of attachments and subjects of messages transmitted to the service must not contain words commonly understood as vulgar.

- 4.8. Evidence of each stage of the service is issued in accordance with the eDelivery Policy. Evidence is issued specifically:
- a) at the time of posting – proof of sending,
 - b) at the time of receipt of correspondence – proof of delivery. The issue of a proof of delivery means that the correspondence has been received by the recipient.
 - c) evidence that the content provided by the sender was not altered during transmission,
 - d) proof of transmission of the contents of the mail from the sender to the recipient's system. Related evidence indicates that the message has been delivered on a specific date and time into the recipient's system.
- 4.9. Proofs are an integral part of the service. Removing correspondence from the delivery box does not remove the evidence associated with that correspondence.
- 4.10. The service provides access to the eDelivery box for three types of users:
- a) Owner (Owner) - the natural or legal person to whom the eDelivery box belongs, applied for its establishment. The owner can send and receive messages, add and invite a user and change the settings of the eDelivery box.
 - b) Authorized user (Delegated) - a person authorized by a natural or legal person to receive or send message on his behalf. In particular, an authorized person is the delivery box administrator and an individual authorized to perform operations on the delivery box in accordance with the Electronic Delivery Law:
 - c) Legally delegated user - a natural or legal person holding a legal title to the resources of the box resulting from a court decision or an administrative act (e.g. trustee, heir, successor administrator, successor in title).
- 4.11. The eDelivery service allows the service recipient to send an invitation to the eDelivery box to other users.
- The service recipient, i.e. the owner of the eDelivery box, independently supervises and allows access to the eDelivery box for other users. Such users are not subject to Certum's supervision. The service recipient is the administrator of the personal data of other users that it maintains in its eDelivery box.
- The terms and conditions for the use of the service by users invited by the service recipient are presented in the Regulations for the use of the eDelivery service by other users. The document is available on Certum's website at: www.certum.pl.

5. Fees

Fees are charged for the service provided. The amounts of fees and the types of services covered by the fees are published in the price list, available in the Certum Certification Authority repository on the website:

www.sklep.certum.pl

By accepting the Rules, the Customer agrees to be charged for services provided in accordance with the current price list.

6. Scope of application of the service

The eDelivery service is used to transfer data between third parties electronically and to provide evidence relating to the data transferred, including proof of sending and receiving the data, to

protect the data being transmitted from the risk of loss, theft, damage or any unauthorized alteration. The service is recognized in all member states of the European Union.

7. Obligations of the Customer

By accepting the terms of the eDelivery service, the Customer agrees to subscribe to the eDelivery trust service scheme under the conditions specified in these Terms & Conditions.

7.1. The Customer is obliged to:

- comply with the terms of service specified in these Terms & Conditions,
- provide true and correct information,
- provide documents to prove the accuracy of the information provided,
- inform Certum immediately of any errors or changes in data,
- use the eDelivery service only for lawful purposes,
- monitor the correctness of entries in his/her address book (contacts).

7.2. The Customer represents that:

- he/she has read and accepts these Terms & Conditions before signing the application,
- all information provided is accurate,
- he/she is liable for damages resulting from false or misleading information,
- he/she has read the GDPR information clause (see chapter 13).

7.3. The Customer agrees:

- to the obligations of the Customer, as listed in chapter 7,
- for Certum to retain the identity proofing information for the legally required period of 20 years,
- to charge his/her account with the cost of messages transferred to the service in the form of a package depending on the purchased business package.

The customer may consent to automatic collection by persons designated by the customer.

8. Restrictions on use of the service

8.1. The Customer shall not use the service to provide content that is unlawful, offensive, false or misleading, content that contains viruses or content that may cause disruption or damage to computer systems.

8.2. Certum does not provide the eDelivery service to minors (under 18 years of age), even if they run a business.

8.3. The Customer is responsible for the correctness of the entries in his/her address book (contacts). The entries in the customer's address book are not subject to Certum's supervision.

9. Information for relying parties

Depending on mutual relations between the relying party and Certum or the customer, the obligations of the relying party may be expressed in the form of an agreement with Asseco Data Systems S.A. or the customer or may have the character of acceptance of the terms of trust services.

10. Data retention period

All data concerning the provision of the eDelivery service, including all applications for service provision accepted by customers, evidence related to folding, forwarding and transfer of the message are archived (in electronic form) and retained for 20 years in accordance with the Polish Act on Trust Services and Electronic Identification.

11. Communication between the Customer and Certum

Contact information:

Name: Certum
Mailing address: ul. Bajeczna 13, 71-838 Szczecin
Hotline: infolinia@certum.pl,
+48 44728501, 801 540 340, +48 91 4801 3401
Certificate cancellation: +48 91 4801 3601
Website: www.certum.pl
Complaints: reklamacje@certum.pl, +48 91 4801 3801

Data Protection Officer: IOD@assecods.pl, tel. +48 42,675 63,601

12. Availability of services

12.1. The security policy implemented by Certum takes into account the following threats that affect the availability and continuity of the services provided:

- a) physical damage to Certum's computer system and network,
- b) software failures, loss of access to data,
- c) loss of Certum's business critical network services,
- d) failure of the part of the Internet network through which Certum provides its services,
- e) scheduled and pre-announced technological, equipment and system maintenance repairs.

12.2. To prevent or mitigate the effects of those threats, Certum's security policy includes the following:

- a) Disaster Recovery Plan – all customers are notified as soon as possible and in the most situationally appropriate manner of any major failure or disaster involving any component of the computer system and network. The plan includes a series of procedures that are implemented when any part of the system is compromised (damaged, exposed, etc.).
- b) Change control – installation of updated software versions in the target system is possible only after intensive testing on the model system, performed according to strictly developed procedures.
- c) Backup System – in the event of a failure that prevents Certum from operating, a backup center will be set up within a maximum of 24 hours to take over its primary functions until the main Certum center is operational.
- d) Backup System – the Certum system uses data backup software allowing data restoration and audit support at any time.

13. Legal basis

13.1. The legal basis for the trust services provided by Certum are the following legal acts:

- a) *Regulation (EU) No. 910/2014 of the European Parliament and of the Council;*
- b) *Polish Act on Trust Services and Electronic Identification of 5 September 2016;*
- c) *Polish Electronic Delivery Act of 18 November 2020;*
- d) *Polish Regulation on preparing and delivering electronic documents and making available forms, templates and copies of electronic documents (Journal of Laws 2011 No. 206, item 1216), as amended;*
- e) *RDE Service Standard – the standard for a public electronic registered delivery service provided by a designated operator and qualified trust service providers providing qualified electronic registered services for interaction with a public registered electronic delivery service and inbox.*

13.2. Personal data shall be processed by Asseco Data Systems S.A. solely for the purpose of provision of the service. The recipient of the data may be the addressee in case of proof of receipt. Information on the processing of personal data, in particular on the scope of data processing, data archiving period and access to data is provided at <https://www.certum.pl/repozytorium/rodo>.

14. Terms of agreement conclusion and termination

- 14.1. The agreement for the provision of the qualified eDelivery service is concluded through submission of an application for access to the service by the customer, confirmation of his/her identity, acceptance of the eDelivery Terms & Conditions, eDelivery Policy and Master Policy.
- 14.2. Each subsequent application requires re-confirmation of the customer's identity.
- 14.3. Cancellation of the service will result in the closing of the eDelivery box. The end of the provision of the eDelivery service, allowing for communication with entities, is considered by Certum at the moment of notification to the BAE register of the desire to resign from handling the ADE address associated with the mailbox.
- 14.4. Re-entry of the electronic delivery address into the BAE for non-public entities may occur no sooner than 60 days after the date of deletion of the electronic delivery address from the BAE, pursuant to the *Polish Electronic Delivery Act*.
- 14.5. Certum reserves the right to reject applications in the following cases:
 - the identifier of the customer requesting access to the service overlaps with the identifier of another customer,
 - a reasonable suspicion that the customer has falsified or provided false data,
 - failure of the applicant to provide a set of required documents constituting an attachment to the application for access to the eDelivery service,
 - detection of handwritten corrections or modifications to submitted formal documents,
 - the expiration date of the sent documents has been exceeded – the documents whose signature date has exceeded the deadline of 3 months on the day they were received by Certum in electronic form shall be deemed time-barred,
 - the expiration date of the application for access to the service has been exceeded – those applications whose completion date has exceeded the deadline of 3 months as of the date of receipt of Certum in electronic form shall be deemed time-barred,
 - other valid reasons not listed above, with prior agreement of the refusal with the **Security Inspector**.

15. Dispute resolution, complaints

15.1. The subject of disputes resolution, including complaints, can only be discrepancies or conflicts between the parties in respect to the provision of eDelivery service based on the Terms & Conditions and provisions of the Certificate Policy.

15.2. Disputes, complaints or grievances arising in connection with the provision of the eDelivery service shall be resolved by written mediation. Complaints should be made in writing via email: reklamacje@certum.pl or by letter to the address:

Asseco Data Systems S.A.
ul. Królowej Korony Polskiej 21
70-486 Szczecin

with the note: "Reklamacja".

- A claim for non-performance of the eDelivery service may be submitted at the earliest on the day following the day on which 24 hours have elapsed since the sending of the data of receipt confirmed by the proof of sending.
 - In the case of a complaint submitted due to non-performance of the eDelivery service provided by a qualified provider of electronic registered delivery services, the complaint should be sent to:
 - in the case of a sender, to the qualified electronic registered delivery service provider that accepted the item for forwarding;
 - in the case of an addressee - to the qualified electronic registered delivery service provider of the addressee.
 - The complaint should include:
 - name and surname of the sender or addressee, hereinafter referred to as the "claimant", or his/her name or business name;
 - claimant's correspondence address or registered office address or e-mail address to which correspondence is to be delivered;
 - claimant's address for electronic delivery;
 - date of the complaint;
 - subject of the complaint;
 - date of sending the message to which the complaint relates;
 - number of the message to which the complaint relates;
 - justification of the complaint;
 - confirmation of sending message;
 - list of attached documents.
 - After considering the complaint, the person submitting complaint will be informed in writing by the same way the complaint was received (by letter to the postal address or electronically to the e-mail address), unless the letter of complaint states otherwise.
- 15.3. Complaints shall be reviewed in writing within 21 business days of service. If the dispute is not resolved within 45 days of the commencement of conciliation, the parties shall be entitled to take court action. The Common Court of venue for the defendant will have jurisdiction to hear the case.
- 15.4. Should other disputes arise out of the provision of the eDelivery service, the customer undertakes to inform Certum in writing of the subject matter of the dispute arising.

16. Liability

- 16.1. The financial liability of Asseco Data Systems S.A., on behalf of which Certum provides qualified services, in respect of one event shall be EUR 250.000 but not more than EUR 1.000.000 in respect of all such events (equivalent in PLN). Financial responsibility applies to 12-month periods consistent with the calendar year.
- 16.2. Certum shall not be financially liable to other third parties who are not recipients of Certum's services.
- 16.3. In order to supervise the efficient operation of the Certum system, to hold users and staff accountable for their actions, all those events occurring in the system that have a significant impact on the security of the Certum operation are recorded. Recorded events include all events occurring in the system that have a significant impact on the security of Certum's operation.
- 16.4. Certum shall not be liable for any failure or unreliability of the service on the part of the Partner, where the service is provided by the Partner.
- 16.5. Certum shall not be liable for unavailability of the service due to unavailability of BAE/OW.

17. Compliance audits

- 17.1. The qualified trust services provided by Certum are subject to an annual audit of compliance with EU Regulation 910/2014. A certification audit is performed once every two years. Additionally, it is recommended that at least one maintenance audit be conducted between two certification audits.
- 17.2. Certum also undergoes a compliance audit of the Integrated Management System – Information Security Management System and Quality Management System. The purpose of this audit is to determine the extent to which Certum's conduct or its designated elements comply with the Integrated Management System, which includes the requirements of the PN-EN ISO:9001 and PN ISO/IEC 27001 standards, as well as Certum-specific declarations and procedures

18. Amendments to the Terms & Conditions

The Rules shall become effective on the date they are posted electronically on the website www.certum.pl and shall remain in force indefinitely.

- 18.1. Certum reserves the right to amend the Terms & Conditions. Any amendments to the Terms & Conditions will be communicated prominently on the website provided in chapter 18 and will become effective:
 - upon publication.
- 18.2. An amendment to the Terms & Conditions resulting in a reduction or limitation of the rights previously acquired by the customer shall entitle the customer to resign from the service within 7 days from the date of receipt of information about the entry into force of amendments to the Terms & Conditions. In the situation specified in the previous sentence, the customer shall make a written statement and send it to Certum's address.
- 18.3. Customers will also be notified of the above changes to the Terms & Conditions via electronic mail (e-mail – for notifications).

19. Glossary

Electronic delivery address (ADE) – electronic address, referred to in Art. 2 (1) of the Polish Act of 18 July 2002 on provision of services by electronic means, of the entity using the public electronic registered delivery service or the public hybrid service or the qualified electronic registered delivery service, allowing for the unambiguous identification of the sender or addressee of the data sent under those services.

Addressee – the entity specified by the sender as the recipient of the mail.

Certum – an organizational unit of Asseco Data Systems S.A. entered in the register of qualified trust service providers maintained by the National Bank of Poland on behalf of the minister responsible for information technology. This registry is published at the web address: www.nccert.pl.

BAE – a database of electronic addresses, which is a public registry where addresses for electronic delivery are collected, maintained by the minister responsible for information technology.

Identification data – data that unambiguously identifies the customer and whose accuracy can be confirmed on the basis of the customer's identity document.

Sender – a natural or legal person delivering the contents of the mail.

OW – designated operator, as referred to in art. 3(13) of the Polish Act of 23 November 2012 Postal Law (Journal of Laws of 2020, items 1041 and 2320).

Certificate Policy – The "Policy and Code of Certum eDelivery Qualified Service – electronic registered delivery" is a set of rules defining in particular the principles of provision of trust services, liability of the parties, available in an electronic form at www.certum.pl.

EU 910/2014 eIDAS Regulation – Regulation No. 910/2014 of the European Parliament and of the Council (EU) of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market, repealing Directive 1999/93/EC. The regulation is a legal act binding in its entirety in the Polish legal system and in all countries of the European Union.

Polish Regulation on preparing and delivering electronic documents and making available forms, templates and copies of electronic documents – of 5 December 2018 (Journal of Laws 2018, item 180).

Polish Regulation on guaranteed availability and capacity of delivery boxes for public and non-public entities using public registered electronic delivery service – of 24 June 2021 (Journal of Laws 2021, item 1202).

eDelivery Qualified Service – electronic registered delivery – means a service that enables data to be sent between third parties electronically and provides evidence associated with the handling of the data sent, including proof of sending and receiving the data, and protects the data sent from the risk of loss, theft, damage or any unauthorized alteration.

Customer – a natural person applying for access to the service and for whom access has been granted.

Polish Act on Trust Services and Electronic Identification – the Act of 5 September 2016 on Trust Services and Electronic Identification (Journal of Laws 2019, item 162),

Polish Electronic Delivery Act – of 18 November 2020 on electronic delivery (Journal of Laws 2020, item 2320).

20. Documentary history

Document revision history		
1.0	November 15 th , 2022	Development of the document.