



**Terms & Conditions for Certum e-Delivery qualified trust service –
electronic registered delivery**

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1. Subject matter of the regulation and scope of application of the Terms & Conditions

The purpose of these *Regulations of the qualified trust service of Certum - registered electronic delivery of e-Delivery* (hereinafter referred to as **the Terms & Conditions**) is to define the detailed regulation of the legal relationship between **Certum** providing the qualified service of registered electronic delivery (hereinafter referred to as **the Service**) and the party that is the recipient of the Service (hereinafter referred to as **the Service Recipient**). The Regulations include:

- a) terms of service provision,
- b) rules for the provision of the Service.

2. Trust Services Policy Applied

Provision of **the Service** described in the Terms & Conditions is regulated by *the Policy and code of the qualified Certum trust service - registered electronic delivery e-Delivery* (hereinafter referred to as the **e-Delivery Policy**) and *the Certification Policy and code of certification procedure of qualified Certum services* (hereinafter referred to as the **Master Policy**). The documents are available on the Certum website at: <https://www.certum.pl/pl/repozytorium>.

3. General Terms and Conditions of Use of the Service

3.1. The Service Recipient has the option of setting up a the Box within the Service (hereinafter referred to as **the Box**) by registering and entering it into the BAE (Electronic Address Database).

- a) Certum registers the Service Recipient based on a verified Application for Access to the Service, which constitutes a confirmation of the authenticity of the Service Recipient's identification data and his/her consent to assigning an Electronic Delivery Address (ADE) to this data.

Note: It is required to submit an Application for access to the Service with a PESEL number. It is not possible to submit an Application for access to the Service with another unique identifier.

- b) Activation of the Box is performed by submitting an application to BAE (Electronic Address Database) in order to assign a new or transfer an existing Delivery Address (ADE) from another KDU or OW provider.

3.2. The Service Recipient has the option to extend the validity of the Box before its expiry.

3.3. Within the Service, we distinguish the following the Box modes:

Free Box:

- a) extension of the validity of the Free Box within the Service,
- b) change to a Paid Box within the Service.

If the validity of the Box is not extended, the Box switches to "read-only" mode, which means that it will no longer be possible to receive or send electronic Shipments.

Paid Box :

- a) extending the validity of the Box by purchasing one of the available options indicated on the website www.certum.pl or <https://sklep.certum.pl>.

During the validity period of the Box, it is possible to purchase additional packages of Shipments.

If the validity of the Box is not extended, the Box switches to a free Box mode; if the free Box is not renewed, the Box switches to a "read-only" Box mode.

Note: Certum reserves the right to delete unused electronic Shipment packages after the Box was provided expires. Certum does not refund money for unused Shipment packages.

- 3.4. Using the Box within the Service is possible after prior authentication.
- 3.5. In the process of activating the Service, the Service Recipient is required to provide an e-mail address and optionally a telephone number for notifications - sending notifications. Failure to provide data for notifications results in the inability to use the Service.
- 3.6. The notification email address will be used to send:
 - a) notifications about changes to the **Terms & Conditions**,
 - b) notifications about changes in the **e-Delivery Policy** , the **Master Policy**,
 - c) information about pending Shipments,
 - d) optional information – configured by the Service Recipient regarding the Service,
 - e) other information necessary in the process of providing the Service.
- 3.7. The Service Recipient is obliged to immediately inform Certum about the loss of access or change of the e-mail address for notification. Information should be sent to the correspondence address : infolinia@certum.pl.
- 3.8. The Service Recipient is obliged to receive information about pending Shipments via the e-mail address provided for notification.
- 3.9. The inability to receive notifications via the indicated e-mail address or the lack of effective notification of the Service Recipient about pending electronic Shipments as part of the Service does not constitute grounds for a claim.
- 3.10. Each Address for electronic deliveries is assigned one **the Box** , where Certum provides a guaranteed capacity the Box within the Service in accordance with the fees indicated in Chapter 5 of these Regulations.
- 3.11. The capacity of the Box includes :
 - a) Electronic shipments sent,
 - b) Electronic shipments received as part of the Service,
 - c) Electronic work shipments,
 - d) Electronic shipments moved to trash,
 - e) Evidence.
- 3.12. Once 98% of the guaranteed capacity of the Box is filled, the Service Recipient loses the ability to send and receive correspondence until the capacity in the Box is freed up, about which he is informed via e-mail notification.

4. Terms of Service

- 4.1. The Service provides three modes of sending electronic Shipments:

- **REGISTERED (BASIC)** – standard Shipment - the content of the Shipment is made available to the addressee without the possibility of rejection. Shipments delivered via the public Service are only supported in BASIC mode.
- **REGISTERED WITH CONFIRMATION (CONSENTED)** – Notified Shipment – notification is sent to the recipient of the Shipment. The recipient is obliged to accept or reject the Shipment, the content of the Shipment is made available only after its acceptance by the recipient.
- **REGISTERED WITH E-SIGNATURE (CONSENTED SIGNED)** – as in the case of CONSENTED – with an additional requirement for a qualified signature by the addressee as confirmation of receipt.

The Service is not available in any other modes of sending Shipments than those listed above.

- 4.2. The service ensures that the Shipment intended for delivery will be available to the Recipient in accordance with the following periods:
- a) the storage period of a Shipment for a free Box is no less than 180 days, within the guaranteed capacity of the Box.
 - b) the storage period of Shipments for paid Boxes is equal to the duration of the Box's validity specified in the Fees chapter of these Regulations, including the guaranteed capacity of the box.
 - c) The storage period for Shipments above the guaranteed capacity of the Box is 90 days.
- 4.3. The Service Recipient is responsible for managing the contents of the Box, and Certum is solely responsible for its maintenance and storage of its contents in the name and on behalf of the Service Recipient.
- 4.4. Separate Proofs are issued for each Shipment relating to its shipment, delivery and removal.
- 4.5. The maximum size of a single Shipment is specified within the RDE Service Standard.
- 4.6. The service allows you to attach a maximum of 25 attachments to a Shipment at the same time.
- 4.7. Documents and files attached to the Shipment, larger than 50 MB and containing an embedded electronic signature, will be attached to the Shipment without validation of the signatures contained therein.
- 4.8. The Box limit specified in the purchased package of Shipments to be used is reduced when a new Shipment is accepted for sending, the addressee of which is not a public administration entity.
- 4.9. The Sender is responsible for the content transmitted as part of the Service, in particular for the content of correspondence. The Sender is prohibited from providing content of an illegal nature.
- 4.10. The names of attachments and subjects of messages sent to the Service may not contain words commonly understood as vulgar.
- 4.11. Evidence related to the transmission of the Shipment (from the Sender to the Recipient) is issued in accordance with the e-Delivery Policy.

Within the Service, we distinguish the following types of Evidence:

- a) Proof of posting - at the time of posting the correspondence,

- b) Proof of delivery - at the time of receipt of correspondence. Issuance of Proof of Delivery means that the correspondence was received by the addressee.
 - c) Evidence that the content provided by the sender was not changed during transmission
 - d) Evidence of the transfer of the contents of the Shipment by the sender to the addressee. Related Evidence indicates that the Shipment was delivered on a specific date and time to the addressee.
- 4.12. Evidence is an integral part of the Service. Deleting correspondence from the Box does not delete the Evidence associated with that correspondence.
- 4.13. Within the Box, we distinguish the following user roles:
- a) Owner – a natural or legal person who owns The Box and has applied for its creation. The owner can send and receive messages, add and invite users, and change the Box settings.
 - b) Authorized User (Delegated) - a person authorized by a natural or legal person (owner of the Box) to receive or send Shipments. In particular, an authorized person is the administrator of the Box and a natural person authorized to perform operations on the Box in accordance with *the Act on Electronic Delivery*.
 - c) Invited User - a person invited by a natural or legal person (owner of the Box) to receive or send Shipments on their behalf. In particular, an authorized person is the administrator of the Box and a natural person authorized to perform operations on the Box in accordance with the Act on Electronic Delivery.
- 4.14. The Service Recipient has the option of granting authorization to the Box to other users who will receive access to the Service. The terms of use of the Service by users authorized by the Service Recipient are presented in the Regulations for the use of the e-Delivery service by authorized users. The document is available on the Certum website at: <https://www.certum.pl/pl/repozytorium/> .
- 4.15. The Service Recipient, i.e. the owner of the Box, independently supervises and enables access to the Box to users, for whose actions he is responsible as for his own actions, while at the same time being the administrator of the personal data of these users.

5. Fees

In addition to the Free Box, fees are charged for the Service provided. Fees are published in the price list or regulated by a separate business agreement.

The price list is available on the website at the link: www.certum.pl .

By accepting the Regulations, the Service Recipient consents to being charged for the Service provided in accordance with the current price list.

6. Scope of application of the Service

The Service is used to transfer data between other KDU providers (if the providers express their willingness to integrate with the Certum Service) and OW and provide Evidence related to the transferred data, including Evidence of sending and receiving data, protection of transferred data against the risk of loss, theft, damage or any unauthorized change. The Service is legally recognized in all European Union member states in accordance with the eIDAS Regulation .

7. Obligations of the Service Recipient

By accepting the terms of service, the Service Recipient agrees to access the Service under the terms and conditions set out in these Regulations.

7.1. The Service Recipient is obligated to:

- compliance with the terms of provision of the Service specified in these Regulations,
- providing true and correct information,
- providing documents confirming the truthfulness of the information provided,
- immediately inform Certum of any errors or changes to data ,
- use the Service only for lawful purposes,
- supervising the correctness of entries regarding other ADE numbers in the Box,
- sending electronic Shipments free from viruses and malware, and is also liable for damages resulting from sending infected Shipments.

7.2. The Service Recipient declares that:

- before signing the application, he/she has read and accepts these Regulations,
- all information provided is true,
- is liable for damages resulting from providing false or misleading identification data in the application for access to the Service,
- has read the GDPR information clauses available on the website <https://www.certum.pl/pl/rodo-e-doreczenia/>.

7.3. The Service Recipient consents:

- to charge the costs of the Electronic Shipments package depending on the established business obligation.

8. Restrictions on Use of the Service

8.1. The Service Recipient may not use the Service to provide content that is illegal, offensive, false or misleading, content that contains viruses or content that may cause disruption or damage to computer systems.

8.2. Certum does not make the Service available to minors (under 18 years of age), including those running a business.

8.3. The Service Recipient independently manages ADE addresses within the Service.

9. Information for other users

Depending on the mutual relations between other users and Certum or the Service Recipient, the obligations may be expressed in the form of an agreement with Asseco Data Systems SA or the Service Recipient or may take the form of acceptance of the terms and conditions of provision of the Services.

10. Data storage period

Data collected in connection with the provision of the Service will be stored for the following periods:

- The data of the Service Users, in particular all applications for the provision of the Service accepted by the Service Users, are archived (in electronic form) and stored for a period of 20

years in accordance with the requirements of Art. 17 sec. 1 item 5 and sec. 2 of the Act on Trust Services and Electronic Identification .

- Data relating to Evidence relating to the submission, sending and forwarding of the Shipment are stored for at least 36 months.
- The storage period of Shipments within the Box is specified in Section 4.

11. Communication between the Service Recipient and Certum

Contact information:

Name: Certum
Correspondence address: ul. Bajeczna 13, 71-838 Szczecin
Infoline: infolinia@certum.pl,
+48 44728501, 801 540 340, +48 91 4801 3401
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 services provided:

- a) physical damage to the Certum computer system and network,
- b) software failures, loss of access to data,
- c) loss of network services that are essential to Certum's interests,
- d) failure of that part of the Internet network through which Certum provides its services,
- e) planned and previously announced technological repairs related to hardware and system maintenance.

12.2. To prevent or limit the effects of the threats mentioned, Certum's security policy covers the following issues:

- a) Disaster Recovery Plan – All service users are notified as soon as possible and in the manner most appropriate to the situation 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 functioning, a backup facility will be activated within a maximum of 24 hours and will take over its basic functions until the main Certum facility is launched.
- d) Backup system – the Certum system uses software that creates backup copies of data, which allows for their restoration and audit support at any time.
- e) To prevent data loss, the Service guarantees data protection using backup and data replication mechanisms at least once every 24 hours. This means that data recovery in the event of software or infrastructure failure is carried out in accordance with the following indicators:
 - RPO (Recovery Point Objective) for the service is 24 hours.

- RTO (Recovery Time Objective) for the service is 24 hours.

13. Legal basis and processing of personal data

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

- eIDAS Regulation ;*
- Act on Trust Services and Electronic Identification of 5 September 2016 ;*
- Act on Electronic Delivery of 18 November 2020 ;*
- Regulation on the preparation and delivery of electronic documents and the provision of forms, templates and copies of electronic documents (Journal of Laws 2011 No. 206 item 1216) with subsequent amendments ;*
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)*
- RDE service standard - Standard for the public registered electronic delivery service provided by the designated operator and qualified trust service providers providing qualified registered electronic delivery services in the scope of cooperation with the public registered electronic delivery service and the delivery box .*

13.2. The administrator of personal data necessary for the proper and legal implementation of the Service is Asseco Data Systems SA. Full information on the processing of personal data is available at <https://www.certum.pl/pl/rodo-e-doreczenia/>.

13.3. By providing Box within the Service, Certum acts as an entity processing data on behalf of the Service Recipient. In such a case, the entrustment for processing includes storing data on behalf of the Service Recipient and will be implemented on the basis of the following conditions:

- The Service Recipient, being the controller of personal data within the meaning of Art. 4 point 7 of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), entrusts Certum with personal data collected in the delivery box for the purpose of performing data storage operations by Asseco Data Systems SA on behalf of the Service Recipient. The scope of data and the categories of entities to which the data relates will be determined by the content of the correspondence collected in the Box and this information will be known only to the Service Recipient.
- Certum declares that it has the infrastructure resources, experience, knowledge and qualified personnel to the extent enabling the proper execution of the entrustment, in accordance with applicable legal regulations. In particular, that it is familiar with the principles of processing and securing personal data resulting from the general regulation on data protection.
- Certum undertakes, when processing entrusted personal data, to secure them by applying appropriate technical and organizational measures ensuring an adequate level of security corresponding to the risks related to the processing of personal data referred to in Article 32 of the General Regulation.
- Certum undertakes to exercise due diligence in processing the entrusted personal data.

- e. Certum undertakes to grant authorisations to process personal data to all persons who will participate in the implementation of the granted entrustment and undertakes to ensure that the processed data are kept confidential by the persons it authorises to process personal data, both during and after their employment.
- f. After the Service has been completed for the Service Recipient, Certum will delete all personal data and copies thereof entrusted in connection with the obligation within 14 days from the date of completion of the service, unless the relevant provisions of national or EU law require the storage of such personal data.
- g. To the extent possible and taking into account the nature of the Service provided, Certum helps the Service Recipient to the extent necessary to fulfil the obligation to respond to the requests of the data subject and to fulfil the obligations specified in Art. 32-36 of the Regulation.
- h. After finding a breach of protection of personal data entrusted to it by the Service Recipient, Certum shall report it to the Service Recipient without undue delay. Certum shall notify the supervisory body or the data subjects of the breach.
- i. The Service Recipient has the right to conduct audits during the period of using the Service in order to verify whether the processing of the entrusted personal data complies with legal requirements.
- j. The exercise of the rights referred to above may not hinder the current activities of Certum and may take place no more than once per calendar year.
- k. During the audit, the Service Recipient will be obliged to respect and comply with the policies and regulations in force at Certum and to keep confidential all information constituting the secret of Certum's business and other confidential information concerning it.
- l. Certum has the right not to consent to conducting an audit on behalf of the Service Recipient in a situation where the auditor indicated by him is an entity conducting business competitive to Certum, or an entity associated with it, or an entity/employee/person cooperating with it, regardless of the basis of employment or cooperation.
- m. The Service Recipient agrees to further entrust the processing of personal data to subcontractors or other entities providing services or work related to the implementation of the Service, in particular suppliers of infrastructure and technical support for it. The entity to which Certum sub-entrusts the data should meet the same guarantees and obligations that Certum assumes in the scope of entrusting for processing.
- n. Certum is responsible for disclosing or using personal data contrary to the scope of entrustment, and in particular for disclosing personal data entrusted for processing to unauthorized persons, and is liable for culpable damage caused as a result of unlawful data processing.

14. Conditions for concluding and terminating a contract

- 14.1. The Agreement for the provision of the Service is concluded by the Service Recipient submitting an application for access to the Service and confirming his or her identity, accepting the e-Delivery Regulations, the e-Delivery Policy and the Master Policy.
- 14.2. Each subsequent request requires re-confirmation of the Service Recipient's identity.

- 14.3. Resignation from the Service will result in closing the Box. The end of the provision of the Service, allowing communication with entities, is considered by Certum to be the moment of reporting to the BAE register the intention to resign from the service of the ADE address associated with the Box.
- 14.4. Re-entry of an electronic delivery address into the BAE database for non-public entities may take place no earlier than 60 days after the date of deletion of the electronic delivery address from the BAE database, in accordance with *the Act on Electronic Delivery*.
- 14.5. Asseco Data Systems SA reserves the right to terminate business obligations in the event of failure to comply with the Client's obligations.
- 14.6. Asseco Data Systems SA reserves the right to reject Requests for access to the Service in the following cases:
 - the identifier of the Service User seeking access to the Service matches the identifier of another Service User,
 - reasonable suspicion that the Service Recipient has falsified or provided false identification data,
 - failure of the Service Recipient to provide a complete set of required documents constituting an attachment to the Application for access to the Service,
 - detecting handwritten corrections or modifications in submitted formal documents,
 - the expiry date of the submitted documents has passed - the documents are considered expired if the date of signing the document exceeded the 3-month period on the day of receipt by Certum in electronic form,
 - the validity period of the application for access to the Box has expired - applications whose date of completion has exceeded the 3-month period on the day of receipt by Certum in electronic form are considered expired,
 - other important reasons not mentioned above, after prior agreement of refusal with an authorized Certum employee.

15. Terms of dispute resolution, complaints

- 15.1. The subject of resolving disputes, including complaints, may only be discrepancies or conflicts arising between the parties in the provision of the Service based on the Regulations and the provisions of the **e-Delivery Policy**.
- 15.2. Disputes, complaints or grievances arising from the provision of the Service will be resolved on the basis of written information through mediation. Complaints should be submitted in writing via e-mail: reklamacje@certum.pl or by mail to the following address:

Asseco Data Systems S.A.
ul. Queen of the Polish Crown 21
70-486 Szczecin

with the note "Complaint".

- A complaint regarding non-performance of the Service may be submitted at the earliest on the day following the day on which 24 hours have passed since the data was sent, confirmed by the Proof of Sending.

- In the event of a complaint filed due to non-performance of the Service provided by a qualified provider of registered electronic delivery services, the complaint should be submitted:
 - in the case of the sender – with the qualified registered electronic delivery service provider who accepted the shipment for shipping;
 - in the case of the addressee – with the provider of the qualified registered electronic delivery service of the addressee.
- The complaint should include the following information:
 - name and surname of the sender or addressee, hereinafter referred to as the "advertiser", or their name or company name;
 - correspondence address or registered office address of the person submitting the complaint and the e-mail address of the person submitting the complaint to which correspondence is to be delivered;
 - address for electronic deliveries;
 - date of preparation of the complaint;
 - subject of complaint;
 - date of shipment of the shipment to which the complaint relates;
 - the number of the shipment to which the complaint relates;
 - justification of the complaint;
 - confirmation of shipment;
 - list of attached documents.
- After the complaint has been considered, the person submitting the complaint will be informed in writing in the same manner in which the complaint was received (by letter to the correspondence address or electronically to the e-mail address), unless otherwise stated in the complaint letter.

15.3. Complaints are subject to written consideration within 21 business days of their delivery. In the event of failure to resolve the dispute within 45 business days of the commencement of the conciliation proceedings, the parties have the right to take legal action. The court with jurisdiction to hear the case will be the Common Court with territorial jurisdiction over the defendant.

15.4. In the event of other disputes arising from the provision of the Service, the Service Recipient undertakes to inform Certum in writing about the subject of the dispute.

16. Limitations of Liability

16.1. The financial liability of Asseco Data Systems SA, on behalf of which Certum provides qualified services, in relation to one event is EUR 250,000, but not more than EUR 1,000,000 in relation to all such events (equivalent in PLN). The financial liability applies to 12-month periods consistent with the calendar year .

16.2. Certum is not 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, hold users and staff accountable for their actions, all events occurring in the system that have a significant impact on the security of Certum's operation are recorded. The recorded events include all events occurring in the system that have a significant impact on the security of Certum's operation.
- 16.4. Certum is not responsible for the unavailability of the Service due to the unavailability of BAE/OW/KDU.

17. Compliance audits

- 17.1. Qualified trust services provided by Certum are subject to annual compliance testing with EU Regulation 910/2014. A certification audit is conducted every two years. An additional maintenance audit is conducted between two certification audits.
- 17.2. Certum also undergoes an audit of the compliance of the Integrated Management System - Information Security Management System and Quality Management System. The purpose of this audit is to determine the degree of compliance of Certum's conduct or elements indicated by it with the Integrated Management System, which includes the requirements of the PN-EN ISO:9001 and PN ISO/IEC 27001 standards, as well as declarations and procedures appropriate for Certum.

18. Changes to the Terms & Conditions

The Regulations enter into force on the date of their publication in electronic form on the website: www.certum.pl and are valid for an indefinite period.

- 18.1. Certum reserves the right to change these Regulations. Any changes to the Regulations will be communicated clearly on the website provided in section 18 and will come into effect:
- upon publication.
- 18.2. A change to the Regulations resulting in a reduction or limitation of the rights previously acquired by the Service Recipient entitles the Service Recipient to resign from the Service provided within 7 days from the date of receipt of information about the entry into force of changes to the Regulations. In the situation specified in the previous sentence, the Service Recipient is obliged to submit a declaration in writing and sent to the address of Certum.
- 18.3. The Service Recipient will also be notified of the above changes to the Regulations via e-mail (e-mail - for notification).

19. Glossary

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

Act on Trust Services and Electronic Identification – Act of 5 September 2016 on Trust Services and Electronic Identification (Journal of Laws of 2021, item 1797, as amended).

Act on Electronic Deliveries - of 18 November 2020 on electronic deliveries (Journal of Laws 2020, item 2320).

Application for access to the Service - an electronic document that constitutes confirmation of the authenticity of the Service Recipient's data and consent to assigning this data to him. On the basis of this application, Certum grants access to the Service. The application is submitted via the website.

BAE – database of electronic addresses, which is a public register in which addresses for electronic deliveries are collected, maintained by the minister responsible for computerization.

Box within the Service – a tool enabling sending, receiving and storing data (electronic correspondence, with an effect equivalent to a registered letter with acknowledgement of receipt) in accordance with the RDE Service Standard. Submitting an application for an electronic delivery address (ADE) and entering it in BAE will be equivalent to requesting to receive correspondence at the address registered in the electronic address database (BAE). Certum offers free the Boxes enabling communication with public administration and paid the Boxes enabling communication with both public administration and commercial entities. A special mode within the Box is the "read only" option, which involves the inability to receive, send or read the content of Shipments. In this mode, the Box is available for a period of one calendar year starting from the date of closure of the Box by its owner and allows access to the metadata of Shipments and Evidence related to them during this period.

Certum – an organizational unit of Asseco Data Systems SA entered into the register of qualified trust service providers maintained on behalf of the minister responsible for computerization by the National Bank of Poland. This register is published at the following internet address: www.nccert.pl.

e-Delivery Policy – *Policy and code of the qualified Certum trust service – registered electronic delivery of e-Delivery* is a set of rules specifying in particular the principles of providing the Service, the liability of the parties, available in electronic form on the website <https://www.certum.pl/pl/repozytorium/>.

eIDAS Regulation – Regulation (EU) 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 together with Regulation (EU) 2024/1183 of the European Parliament and of the Council of 11 April 2024 amending Regulation (EU) No 910/2014 as regards the establishment of a European digital identity framework.

Electronic delivery address (ADE) - electronic address referred to in art. 2 point 1 of the Act of 18 July 2002 on the provision of services by electronic means, an entity using the public service of registered electronic delivery or public hybrid service or a qualified service of registered electronic delivery, enabling unambiguous identification of the sender or addressee of data sent as part of these services. Address for electronic delivery created by the minister responsible for computerization, in a manner ensuring its uniqueness and unambiguous assignment to a public entity, non-public entity, including a natural person.

Evidence – electronic confirmations issued by the Service, which, in accordance with the law and relevant standards, document the course and time of the process of forwarding a given shipment, in particular confirm the interaction with the sender and the addressee (evidence of sending and receipt) and maintaining the integrity of the Shipment. Evidence from legal presumption is considered credible.

Identification data – data that uniquely identifies the Service Recipient, the authenticity of which can be confirmed on the basis of the Service Recipient's identity document.

KDU – Qualified Service Provider – an entity that has obtained the authorization of a qualified provider of registered electronic delivery and has been entered into the register of qualified trust service providers.

Master Policy - *Certification Policy and Certification Practice Statement of Certum Qualified Services* is a set of rules specifying in particular the principles of providing trust services and the liability of the parties, available in electronic form at <https://www.certum.pl/pl/repozytorium/>.

OW – designated operator referred to in art. 3 point 13 of the Act of 23 November 2012 – Postal Law.

Qualified signature - means data in electronic form that are attached to or logically linked to other data in electronic form and that are used by the signatory as a signature. Created using a qualified electronic signature creation device and which is based on a qualified electronic signature certificate.

RDE service standard - Standard for the public service of registered electronic delivery provided by the designated operator and qualified trust service providers providing qualified services of registered electronic delivery in the scope of cooperation with the public service of registered electronic delivery and delivery boxes - the standard specifies the requirements for providers of both the public and qualified service of registered electronic delivery.

Sender - a natural or legal person delivering the content of the Shipment.

Service – qualified registered electronic delivery service provided by Certum.

Service Recipient – a natural person or a person authorized by a natural person or legal entity to request access to the service and for whom access has been granted. The Service Recipient is authorized to receive or send shipments on behalf of the natural person or legal entity by whom he was authorized.

Shipments - electronic data received or sent using the Service.

20. Document History

Document change history		
1.0	November 15, 2022	Preparation of the document.
1.1	February 26, 2024	Supplement to the terms of service and service availability.
1.2	August 5, 2024	Update of the name of the service, the size of a single shipment, signature validation, information on not redirecting shipments to the trustee in the event of the service recipient's bankruptcy.
1.3	January 16, 2025	Correction of the document, supplementation of records regarding the storage of personal data.