

Terms of Use for Authentication Certificate & Qualified Signature Certificate

1. By stipulating this agreement, the cardholder accepts to receive free of charge from ALEAT Sh.p.k. ("ALEAT") a Digital Certificate for Authentication and a Qualified Digital Signature Certificate (jointly referred to as "Certificates") on purpose to authenticate the cardholder through ALEAT platform and use of the Qualified Digital Signature in accordance with the law and this agreement.
2. The Certificate for Digital Signature is a Qualified Certificate issued in accordance with the law no. 9880, dated 25.02.2008 "On the electronic signature". The qualified digital signature in legal acts and in other acts shall have the same validity as the handwritten signature, excluding the cases provided by law. The use of the Qualified Certificate and of the digital signature is on voluntary basis. The Certificates and the security measures regarding the Qualified Digital Certificate are regulated under the Certificate Policies published in the website www.aleat.al.
3. The Certificates are ONLY for use with ALEAT Platform, ALEAT timestamp service and ONLY with secure cryptographic devices qualified **and accepted** by ALEAT and listed in the website www.aleat.al. Any qualified signature or authentication in breach of these terms shall be invalid.
4. The cardholder shall be provided with a PIN Code for the authentication and use of the Qualified Digital Signature, which must be kept secret. The cardholder is aware of the fact that if another person would know and use the PIN Code with the Identity Card/Residence Permit Card of the cardholder, this person would be able to authenticate and sign as the cardholder with a Digital Qualified Signature. The PIN Code should not at any circumstances be written or stored in the same location with the device qualified and accepted by ALEAT. Reset of the PIN Code, in case the cardholder has lost or forgotten it, or when it is blocked because of incorrect entry of PIN Code for 3 (three) consecutive times or when has failed verification of biometric data of the user for 5 (five) consecutive times shall be free of charge until the establishment of a determined fee that will be published in the website www.aleat.al and in the enrolment offices.
5. The cardholder may revoke the Certificates during 24 hours, 7 days a week, by calling ALEAT's revocation hotline or by visiting enrolment offices. The revocation of Certificates is effective at the moment when this process is recorded by ALEAT and has no retroactive effect. If the cardholder has revoked the Certificates, the Identity Card/Residence Permit Card shall remain valid, but the new Certificates may not be loaded in it. ALEAT provides to the cardholder a revocation code, in order to prove his/her identity without being necessary the physical presence of the cardholder. This code shall be kept safe by the cardholder, who is aware of the fact that if another person would know this code, the latter would be able to revoke the Certificates through telephone communication at the number made available by ALEAT.
6. Cardholder obligations
 - (a) The cardholder shall refrain from signing any document containing macros or executable codes that alter the content of the document, which would cancel the qualified digital signature;
 - (b) The cardholder shall use key pair for electronic signature and authentication;
 - (c) The cardholder will keep PIN code secret;
 - (d) The cardholder shall exercise reasonable care to avoid unauthorized use of cardholder's private keys;
 - (e) The cardholder shall promptly notify ALEAT, if any of the following events will occur within the validity period of the Certificates:
 - (i) The Identity Card/Residence Permit Card has been lost, stolen, security and/or integrity of private keys has been compromised or the cardholder has forgotten the PIN code;
 - (ii) When the cardholder ascertains errors in the data of the Certificates issued by ALEAT;
 - (iii) When the cardholder changes the data contained in the Certificates.
 - (f) The use of an invalidated Certificate is forbidden and any unauthorized use shall be subject of criminal and/or civil liability;
 - (g) When receiving the Certificates and the Identity Card/Residence Permit Card, the cardholder must ensure the accuracy of data in the Identity Card/Residence Permit Card and in the Certificates and refuse them in case of mismatch of data;
 - (h) If the Certificates shall be revoked, the cardholder shall immediately cease their use.
7. ALEAT shall immediately revoke the Certificates when (i) the Identity Card/Residence Permit Card is revoked (ii) the cardholder requests revocation of the Certificates (iii) the Certificates are issued based on false data (iv) ALEAT ceases its activity and such activity is not transferred to other entities offering authentication and certification services (v) the NAECCS or other competent public authorities order revocation of the Certificates.
8. Eventual disputes between the parties shall be resolved by mutual understanding or by addressing the NAECCS. Failing a solution of the dispute between the parties, the dispute shall be finally solved by Tirana District Court.
9. Treatment of personal data of the cardholder shall be made in accordance with the law "On the protection of personal data" and other applicable legislation and to the extent necessary for the provision of authentication and qualified digital signature. This agreement shall be stored and archived (paper or digitally signed) for 10 years and events logs related to life cycle of Certificates (including generated subject keys) for 20 years, in respect of eIDAS/ETSI standards.
10. The use of the Certificates and of the Digital Qualified Signature in accordance with law and the terms of this agreement is obligation and responsibility of the cardholder. ALEAT shall bear no liability for damages towards the cardholder or other third parties for the misuse of the Certificates and of the Digital Qualified Signature by the cardholder or other third parties, including relying parties. The financial guarantees for the liquidation of damages by ALEAT in case of breach of law or improper functioning of products and services are limited to the amounts defined by the legislation in force.
11. This agreement is governed by the Albanian law and shall remain in force until the expiry or revocation of the Certificates.

I have read and understood this agreement and by signing it, I agree to comply with the terms of use.

<i>Date & Place</i>	<i>Signature (Name, Surname & Signature)</i>