

## Public contract for the provision of electronic signature services No. 2016.06.15

### 1. General Provisions

**1.1** This public contract (hereinafter **Contract**) defines the conditions for the provision of electronic digital signature certificates and other services related to electronic digital signatures (hereinafter **Services**) by "Elektronayin karavarman yentakarutsvadzknery nerdrman grasenyak" CJSC (hereinafter **EKENG CJSC**), the procedure of using the Services and paying for them.

**1.2** The offer of the Contract is directed only to individuals with an RA identification card.

**1.3** The Contract is published on the website of EKENG, and You can accept it only by joining the Contract completely.

**1.4** To join the Contract, you must give your consent electronically by performing the sequence of activation actions specified on the EKENG's website. Performing the activation actions and electronically agreeing to the Contract is considered acceptance of the offer of the Contract (acceptance), and from that moment the Contract is considered signed between You and EKENG.

**1.5** An integral part of the Contract are the additional terms of service provision and special offers, which EKENG may publish from time to time on its website or communicate through other means of communication, as well as the price list of the Services.

**1.6** EKENG may require you to submit identification documents and/or other documents in order to join the Contract, and to identify your personality.

**1.7** EKENG has the right to refuse issuing an electronic signature certificate or to provide Services if you have not submitted the required documents or data or have not made the payment for the Services, or there are errors or falsifications in the documents and/or data you submitted.

**1.8** Paper versions of the documents available through the website of EKENG are provided to you only upon your request.

**1.9** Services can be provided to you if all the contractual and technical requirements have been fulfilled by you.

**1.10** **By joining the Contract, you certify that you have familiarized yourself with the terms and limitations of the use of electronic signatures set forth in the Contract and on the EKENG website.**

### 2. Definitions

**Subscriber or You** - any natural person with whom a contract for the provision of electronic signature services has been signed.

**Electronic document** - information or message presented in electronic version.

**Electronic digital signature or electronic signature** - a unique sequence of symbols used to identify the signatory, as well as to protect the electronic document from falsification and distortion.

**Electronic signature certificate or certificate** - an electronic document inserted on the electronic carrier of an identification card issued by the Republic of Armenia and personalized, which links signature-verification data to a signatory and confirms the identity of that person and serves as electronic signature-verification device.

**Electronic digital signature verification data (hereinafter referred to as "verification data")** - a unique sequence of symbols used to verify the authenticity of each electronic digital signature by comparing the integrity of public and individual certificates issued by EKENG.

**EKENG website** - EKENG's official website ([www.ekeng.am](http://www.ekeng.am))

**Parties** - EKENG and the Subscriber at the time of joint reference.

**Balance** - the difference between the fees calculated for the Services provided to the Subscriber and the payments made as of the moment.

### **3. Services and their delivery procedure**

**3.1.** Under the Contract EKENG

**3.1.1** activates and maintains electronic signature certificates,

**3.1.2** records the electronic signature certificates and verification data provided by EKENG,

**3.1.3** certifies the which links signature-verification data to a signatory and confirms the identity of that person

**3.1.4** ensures the uniqueness and protection of the electronic signature and certificate.

**3.2** In order to provide services, performs other actions arising from the Contract in accordance with RA legislation.

**3.3** EKENG may determine the software required to use the Services. In that case, EKENG has the right to refuse to provide the Services if you use incompatible software.

**3.4** From time to time EKENG may update the used software and, if necessary, require you to update the software you use, taking into account the amendments made.

### **4. Payments**

**4.1** For the Services is charged an annual maintenance, which must be paid for the first time when the electronic signature is activated. Each subsequent payment is made after the previous payment, no later than the end of the 12th month.

**4.2** The price list of services is published on the EKENG's website.

**4.3** Payment must be made to the relevant account specified on the EKENG website. EKENG does not transfer payments made to the wrong account to the correct account, and in that case it will be considered that you have not paid for the Services.

**4.4** The Subscriber's social security card number must be accurately specified when making a payment. Any person making a payment on your behalf will be deemed to be authorized by you and acting on your behalf.

**4.5** The payment is considered made from the moment of access to the EKENG's account.

**4.6** If you need to receive a tax invoice from EKENG, it is necessary to contact EKENG within five working days after making the payment to send the scanned version of the application to EKENG's email address. In the application are mentioned name and surname of the subscriber, public service number, registration address, identification card number, number and date of the document certifying the payment, name and surname of the payer or, if the payment is made by an organization, the name of the organization, taxpayer identification number (TIN) and legal address. EKENG has the right to reject the Subscriber's application to receive a tax invoice, if it has not been submitted in the manner and within the period specified by this point.

**4.7** Overpayments are considered an advance payment of the Service Fee to charge for the same services for subsequent years in advance. In addition, the validity of the certificate can be suspended if the amount of the advance payment is not sufficient to collect the service fee in full for the following year at the time of suspension.

**4.8** In the event of suspension or termination of the Services, the annual service fee charged for the currently provided Services is non-refundable.

## **5. Suspension of Services and Termination of Contact**

**5.1** EKENG suspends or terminates the operation of the electronic signature certificate in the following cases

**5.1.1** According to your application

**5.1.2** At your request or on its own initiative, if there is sufficient evidence that it may be falsified or its use may cause harm to you or a third person

**5.1.3** In case of failure to make payments in the specified amount and manner or in the event of any other breach of Contract

**5.1.4** In case of illegal use of electronic signature

**5.1.5** In case of technical problems, including for scheduled work, as well as for the prevention of unauthorized access or computer viruses

**5.1.6** in case of invalidation of the identification card or obtaining a new identification card

**5.1.7** In other cases provided by the Contract or law.

**5.2** If you want to suspend or terminate the provision of Services, you must notify EKENG at least 14 calendar days in advance.

**5.3** With the termination of the certificate the provision of Services is terminated and the Contract is considered dissolved.

**5.4** The electronic signature certificate may have an expiration date that may coincide with the expiration date of your ID card. If the electronic signature certificate has a validity period, then the validity of the electronic signature certificate is terminated after that period expires.

## **6. Privacy and Personal Data**

**6.1** Each of the parties, in its turn, is obliged to take measures to maintain the security and confidentiality of the information and documents exchanged within the framework of the Contract.

**6.2** EKENG does not possess the codes necessary to access the electronic signature certificates included in your identification card. Proper protection of those codes must be done by You, they must not be disclosed to EKENG or any third person. When entering codes to access certificates required to identify you individually or perform certain actions or sign electronically on third person's websites, it is necessary to use only certificate reading software certified and issued by EKENG.

**6.3** By signing the contract, you give EKENG consent to process your personal data, including data considered not publicly available, as well as to transfer them or provide the opportunity to use them to RA state bodies and partners in contractual relations with it, in order to ensure the security of your personal data or the Services for the purpose of proper delivery.

**6.4** The processing of personal data is any action or group of actions related to the collection, recording, input, coordination, organization, storage, use, transformation, restoration, transfer, correction, blocking or deletion of your personal data or other actions, regardless of the form and method of its implementation (including using automated, any technical means or without them).

**6.5** EKENG ensures the confidentiality of your personal data in accordance with RA legislation, taking into account the specifics of the subject matter of this Contract.

## **7. Responsibility**

**7.1** EKENG is not responsible if you improperly or illegally use the Services or the electronic signature certificates provided to you.

**7.2** You agree to take your own measures to maintain the confidentiality of the Services and to prevent unauthorized use of your identification card and passwords. You are the one responsible for actions performed by third persons using your ID card, codes or electronic signature, until the certificate is suspended or terminated.

**7.3** EKENG is not responsible for third person systems where You use your electronic signature.

**7.4** In case of technical malfunctions that may endanger the protection of the electronic signature or make its use impossible, EKENG will inform you as soon as possible.

**7.5** EKENG is not responsible for services provision failures or problems if they are the result of circumstances beyond its control, including, without limitation, force majeure.

**7.6** EKENG is not responsible for the losses suffered by the Subscriber, which were caused by illegal actions of the Subscriber and/or third person.

7.7 The use of your electronic signature is at your own risk, and EKENG is not responsible for any damages suffered by you or third person as a result of the use of the electronic signature, unless such damage was caused by the fault of EKENG.

## **8. Notification**

8.1 Publishing relevant information on EKENG's website is considered due notice.

8.2 EKENG's notifications within the framework of the contract are considered to have been duly done if:

8.2.1 were published on the EKENG's website

8.2.2 sent to the e-mail address provided by the Subscriber or to the official e-mail address of the Subscriber

8.2.3 were sent by short message (SMS) to the telephone number provided by the Subscriber

8.2.4 sent by mail to the address of the Subscriber's record or actual residence provided by him.

8.3 You are responsible if any information, including your personal data, sent by you through the means of communication provided by you, becomes known to third person having access to the given means of communication.

8.4 Your notices under this Contract must be in written form and are considered duly done if

8.4.1 were hand delivered at the EKENG's office

8.4.2 were sent to the EKENG's office by postal delivery service

8.4.3 were sent to the EKENG's e-mail address in the form of a scanned written letter or signed with an electronic signature. At the same time, the written notice must be signed with an electronic signature in order to perform legal actions.

8.5 You undertake to inform EKENG about changes in your identification data and means of communication within 5 (five) working days from the moment those changes take effect, as well as at the request of EKENG, to submit supporting documents. If you have not notified EKENG about the change in your means of communication, then notifications sent by your non-updated means of communication will be considered properly sent.

## **9. Contract amendments**

9.1 EKENG has the right to unilaterally make amendments and additions to the Contract, including the price list, Additional conditions for the provision of Services and special offers (if any), by publishing them in advance on EKENG's website.

9.2 Changes of the Contract enter into force one month after they are posted on the EKENG website unless Contract amendments do not specify a later date for their entry into force. If you do not submit a notice of objection to the amendments before they enter into force or continue to use the Services after they enter into force, you are considered to accept the announced

changes. If you do not accept the changes, you have the right to terminate the Contract with a prior written notice before their entry into force.

**9.3** Changes favorable to you may be made without prior notice or with a shorter notice period.

**9.4** You are responsible for familiarizing yourself with changes to the Agreement, including the price list for the Services, additional terms of delivery and special offers.

## **10. Dispute resolution and legislation**

**10.1** Disputes related to the contract are resolved through negotiations. In case of failure to reach an agreement, the dispute shall be submitted to the RA competent courts for resolution.

**10.2.** The contract is regulated and interpreted according to RA legislation.

## **11. Transitional provisions**

**11.1** This Contract is signed for an indefinite period, but can be resigned in case of receiving a new identification card or in case of (re)activating the electronic signature certificate for any other reason. From the moment of revision, the Contract replaces the previously concluded electronic signature service provision agreement, which is considered to be annulled.

**11.2.** This Contract enters into force on 15 June 2016.

**11.3.** From the moment of its entry into force, the Contract replaces the previously concluded public Contract for the provision of electronic signature services with persons who have an identification card, which is considered to be annulled.