

## Terms of providing trust services

1. A qualified electronic signature shall have a legal effect equivalent to a handwritten signature.
2. An electronic signature shall not be denied having a legal effect or admissibility as evidence in court proceedings solely on the ground that it is in an electronic form or that it does not meet the requirements for qualified electronic signatures.
3. The qualified electronic time stamp shall use the presumption of accuracy of the date and time it indicates and of the integrity of the data to which the indicated date and time are connected.
4. The legal effect of an electronic time stamp or its admissibility as evidence in legal proceedings solely on the ground that the time stamp is in an electronic form or that it does not meet the requirements of a qualified electronic time stamp shall not be called into question.
5. A qualified electronic seal shall use the presumption of the integrity of the data and the authenticity of the origin of the data to which the qualified electronic seal is linked.
6. An electronic seal shall not be denied having a legal effect or admissibility as evidence in court proceedings solely on the ground that it is in an electronic form or that it does not meet the requirements for qualified electronic seals.
7. Policy for issuance, suspension and revocation of certificates, as well as the scope and limitations of use of certificates are specified in detail in the service provision policies i.e.: "KIR Certification Policy for Qualified Trust Services", "KIR Certification Policy for Trusted Non-Qualified Certificates" and "Code of KIR Certification Procedure for Trusted Non-Qualified Certificates " made available on the Internet at [www.elektronicznypodpis.pl/en](http://www.elektronicznypodpis.pl/en). The address of the publication is subject to change.
8. Pursuant to Article 21 of the Act of September 5, 2016 on trust services and electronic identification (Journal of Laws, item 1579), the KIR shall not be liable for damage resulting from the Employer's or the subscriber's failure to observe the rules specified in the service provision policy.
9. The Subscriber, Employer or a third party may apply for revocation or suspension of the Certificate, provided that its data were included in the certificate or another person, provided that it results from the KIR Certification Policy for Qualified Trust Services, KIR Certification Policy for Trusted Non-Qualified Certificates, the Agreement or other obligations of KIR.
10. The Certificate that has been revoked cannot be considered valid.
11. The request for revocation/suspension of the certificate is published on the KIR website [www.elektronicznypodpis.pl/en](http://www.elektronicznypodpis.pl/en).
12. Any disputes arising out of the application of an advanced electronic signature shall be settled by competent common courts. Requests and complaints should be sent in writing to the Customer Contact and Operations Department of KIR to the following address: rtm. W. Pileckiego 65, 02 - 781 Warsaw or by e-mail to the address: [kontakt@kir.pl](mailto:kontakt@kir.pl). The time limit for handling requests and complaints is 21 days from the date of their receipt. Contact details may be changed. The KIR publishes up-to-date contact details on its website.

Krajowa Izba Rozliczeniowa S.A, ul. rtm. W. Pileckiego 65, 02-781 Warsaw, registered in the District Court for the capital city of Warsaw tel (+48) 545 55 00, fax (+48) 22 545 55 99, 13<sup>th</sup> Commercial Division of the National Court Register under the KRS number: 0000113064, NIP [Tax Identification Number] 526-030-05-17, REGON [Statistical Identification Number] 012105474, share capital (paid-up capital) of PLN 5,445,000.

Departament Kontaktu z Klientami i Operacji [Customer Contact and Operations Department]

tel.: +48 22 545 55 55

e-mail: [kontakt@kir.pl](mailto:kontakt@kir.pl)

[www.kir.pl/en](http://www.kir.pl/en)