

Terms of providing trust services

1. Qualified electronic signature has the legal effect equivalent to a handwritten signature.
2. Electronic signature may not be denied legal effect or admissibility as evidence in legal proceedings solely on the grounds that this signature is an electronic form or that do not meet the requirements for qualified electronic signatures.
3. A qualified electronic time stamp shall enjoy the presumption of the accuracy of the date and the time it indicates and the integrity of the data to which the date and time are bound.
4. An electronic time stamp shall not be denied legal effect and admissibility as evidence in legal proceedings solely on the grounds that it is in an electronic form or that it does not meet the requirements of the qualified electronic time stamp.
5. The terms for the issuance, suspension and revocation of certificates and the scope and restrictions to their use are determined in detail in the service policies, i.e. in: Certification Policy of KIR for qualified certificates, Certification Policy of KIR for trusted non-qualified certificates, Certification Practice Statement of KIR for trusted non-qualified certificates published on the Internet at www.elektronicznypodpis.pl. Address of the publication can be changed.
6. Pursuant to Art. 21 about trust services, KIR is not responsible for damages resulting from not following by the Principal or subscriber principles set out in the service policy.
7. The certificate revocation or suspension may apply subscriber, Principal or a third party, if its data were contained in the certificate or another person, if this is result of the Certification Policy of KIR for qualified certificates, Certification Policy of KIR for trusted non-qualified certificates, Contract or other KIR's obligations.
8. The certificate that has been revoked, it cannot then be regarded as valid.
9. Application template for revocation / suspension of the certificate is published on the website of KIR www.elektronicznypodpis.pl.
10. Any disputes arising with regards to the use of the advanced electronic signature shall be settled by competent common courts. Complaints and claims shall be submitted in writing to Customer Service Department of KIR at the following address: ul. Rtm. W. Pileckiego 65, 02 – 781 Warsaw or by e-mail at szafir@kir.pl. The period for the investigation of complaints and claims shall be 21 days, following their receipt. Contact data may be changed. Current data shall be published at the KIR's website.