

Regulation of the mSzafir service

provided by **Krajowa Izba Rozliczeniowa S.A. in Warsaw**, ul. rtm. W. Pileckiego 65, 02-781 Warsaw, entered in the register of entrepreneurs maintained by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, under KRS No. 0000113064, and fully paid up share capital in the amount of PLN 5,445,000, NIP (tax identification number) 526-030-05-17, hereinafter referred to as the "**KIR**".

§ 1.

Definitions

1. Expressions used in this Regulation shall have the following meaning:

- 1) **Authorization** – electronic process, enabling identification of a Client for the purpose of gaining access to the private key;
- 2) **eIDAS** – Regulation (EU) 910/2014 of the European Parliament and of the Council of July 23, 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC,
- 3) **Client** – an entity which entered into an agreement with KIR regarding use of the mSzafir Service, in particular a Subscriber;
- 4) **Consumer** – a Client being a consumer within the meaning of Article 22¹ of the Civil Code;
- 5) **Private Key** – data used for affixing an electronic signature;
- 6) **Regulation** – this regulation;
- 7) **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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),
- 8) **Subscriber** – a natural person whose personal data are entered in a certificate;
- 9) **Agreement** – trust services agreement concluded to use the mSzafir Service;
- 10) **Means** – means of electronic identification within the meaning of Article 3 point 2 of the eIDAS, meeting the requirements specified in Article 24 section 1 letter b) of the eIDAS, maintained in the mSzafir Service system;
- 11) **mSzafir Service** – a trust service consisting in issuing a certificate and managing it, in particular by enabling affixing an electronic signature online, storing the Private Key and Authorization to affix an electronic signature;

- 12) **Partner** – an entity cooperating with KIR within the scope of verifying the identity for the purpose of issuing qualified certificates under the mSzaafir Service.
2. The expressions used in the Regulation, which were not defined in this paragraph shall be understood in accordance with the definitions included in the KIR Certification Policy for qualified trust services.

§ 2.

General principles

1. mSzaafir service is a trust service regulated by Act of September 5, 2016 on Trust Services and Electronic Identification (Journal of Laws 2020, item 1173), hereinafter referred to as the "Act" and by its accompanying secondary legislation and eIDAS.
2. The Client and subscriber are obligated to comply with the provisions of the Regulation.
3. KIR uses Polish language in its relations with the Client and subscriber.
4. The Polish law shall apply to the conclusion and performance of the Agreement.
5. The Regulation does not specify the rules of bearing the costs of data transmission through the Internet that are connected with the use of mSzaafir Service.
6. The Subscriber shall be a person authorized to use the mSzaafir Service, including in particular affixing an electronic signature. Only person having full capacity to enter into legal transactions may be a subscriber.
7. The Client shall be obliged not to provide content prohibited by provisions of law, e.g. content that promotes violence, is defamatory or infringes the personal rights and other third party rights.
8. The Code of Good Practice referred to in Article 12 (1) (15) of the Act of May 30, 2014 on Consumer Rights (Journal of Laws of 2020, item 287) shall not apply to the provision of mSzaafir Service.
9. The mSzaafir Service is a service provided by electronic means within the meaning of the Act of July 18, 2002 on the Provision of Services by Electronic Means (Journal of Laws of 2020, item 344).
10. Due to its characteristics, the mSzaafir Service cannot be provided anonymously.
11. KIR shall make every effort to ensure the greatest possible availability of the mSzaafir Service and to remove any failures immediately, as well as to ensure that, as far as possible, technical interruptions are as little inconvenience to the Clients as possible.
12. Submission of the mSzaafir service is possible only for documents in the Adobe Acrobat format.

§ 3.

Conclusion of the Agreement

1. The Agreement covers issuing only one certificate.
2. Issuing another certificate requires conclusion of a separate Agreement.
3. The conclusion of the Agreement by the Client takes place after reading the Regulation and accepting its provisions, however, the conclusion of the Agreement takes place by making an online payment and upon receipt by KIR confirmation of payment.
4. Agreements regarding trust services concluded in any manner other than by a process dedicated for the mSzafir Service do not apply to the provision of the mSzafir Service.
5. Prices and description of the mSzafir Service on the website constitute an offer within the meaning of Article 66 of the Civil Code.
6. In order to perform the Agreement, it is required to provide the Subscriber's personal data for the purposes of certificate generation, as well as e-mail address for correspondence purposes, including the purpose referred to in section 7.
7. KIR shall immediately confirm the conclusion of the Agreement by sending an email.
8. Rules of use of the mobile application referred to in § 11 section 1, point 2 and of its licensing are specified in the licensing document, provided on website and in mobile application, that the Subscriber should read before installing the application.

§ 4.

Presentation of data for the certificate

1. In order to perform the Agreement the Client is obligated to present verified data for certificate in a credible manner.
2. Qualified certificate shall include data specified in the KIR Certification Policy for Qualified Trust Services.
3. KIR shall accept only the following manners of presenting data for certificate, mentioned in section 1:
 - 1) Means accepted by KIR with a legally required security level,
 - 2) use of qualified certificate,
 - 3) appearance in person.
4. In the case of persons with full capacity to enter into legal transactions who are under 18 years of age, the presentation of data for the certificate referred to in section 1 requires only the procedure referred to in section 3 point 3.

5. Presenting data in the manner referred to in section 3 point 1 consists in electronic identification and providing the Client data to KIR as a part of releasing the data from the Means (Article 24, section 1 b of eIDAS). The qualified certificate issued as a part of the mSzafir Service shall include only the data released from the Means.
6. Presenting the data in the manner specified in section 3 point 2 consists in signing a certification request with qualified electronic signature. The qualified certificate issued as a part of the mSzafir Service shall include only the data of qualified certificate used to verify an electronic signature submitted under a certification request, subject to section 2.
7. Presenting the data in the manner referred to in section 3 point 3 consists in personal verification of Subscriber's identity and personal data in KIR or in Partner's branch. Such data should be presented within 30 days of the Agreement conclusion date.
8. KIR does not create qualified certificates that include a pseudonym as a part of the mSzafir Service.
9. If data presented in the manner specified in sections 5-7 are incomplete or incorrect, or if the Client does not confirm the veracity of that data, KIR shall contact the Client for explanation.
10. If contact with the Client or explanation of irregularities is not possible or if the Client fails to present such data within 30 days of the Agreement conclusion date, KIR shall refuse performing the Agreement and shall not create a qualified certificate and shall return the payment in the same form the Client used to make it.

§ 5.

Payments

1. Payment for the mSzafir Service is collected after accepting the Regulation and indicating the scope of the mSzafir Service, including the price, but before providing personal data necessary to prepare the certificate.
2. All prices quoted in the On-line Store are given in Polish zlotys, include tax on goods and services as well as other public-law liabilities.
3. The Client agrees for invoice to be issued in electronic form and sent to a contact email address provided during placing the order.

§ 6.

Liability

1. KIR shall be liable for damage resulting from non-performance or improper performance of its obligations under the provisions of eIDAS, Act or the Civil Code, with the provision that KIR's liability for damages does not include the benefits which the injured party could have obtained if the damage had not occurred, unless the damage was caused through willful misconduct.

2. The court's jurisdiction to resolve disputes related to the performance of the Agreement shall be determined in accordance with the provisions of the Code of Civil Procedure.

§ 7.

Withdrawal from or termination of the Agreement by the Consumer

1. According to Article 27 of the Act of May 30, 2014 on Consumer Rights (Journal of Laws of 2020, item 287), a Consumer who has concluded the agreement at a distance or off-premises may withdraw from it within 14 days without giving any reason and without incurring costs. Any Consumer may exercise this right.
2. Pursuant to the act referred to in section 1, the Consumer may not withdraw from the Agreement in case, inter alia:
 - 1) of the provision of services, if KIR fully performed the service with the explicit consent of the Consumer, who was informed before the commencement of the service, that after fulfilling the provision by KIR the Consumer will lose the right to withdraw from the agreement;
 - 2) the subject of the service is a non-prefabricated item, manufactured according to the consumer's specification or serving to satisfy his/her individual needs;
 - 3) the supply of digital content that is not recorded on a tangible medium, if the performance of the service began with the Consumer's express consent before the deadline for withdrawal from the agreement and after KIR has informed him/her about the loss of the right to withdraw from the agreement.
3. The mSzafir Service shall be fully performed when the qualified certificate is created in KIR system, and the qualified certificate is completely individualized for the Consumer. From that moment, pursuant to Article 38 points 1, 3 or 13 of the Act of May 30, 2014 on Consumer Rights (Journal of Laws of 2020, item 287) the Consumer will lose the right to withdraw from the Agreement. KIR – no later than before confirming the data for the certificate – shall warn the Client that he or she gives consent to commencement of performance of the mSzafir Service before the deadline and thus loses the ability to withdraw from the Agreement after it is performed.
4. The Agreement is terminated and the Client is entitled to return of remuneration in the case:
 - 1) referred to in § 4, section 10,
 - 2) of failure to complete the process of presenting data for the certificate pursuant to § 4 section. 3:
 - a) points 1 or 2, within 24 hours from concluding the Agreement,
 - b) point 3 by the deadline referred to in § 4 section 7.

5. The deadline for withdrawal from the Agreement starts to run from the moment of conclusion of the Agreement, however the Consumer loses that right of withdrawal from the moment referred to in section 3.
6. In order to exercise the right of withdrawal from the Agreement, the Consumer should make a declaration of withdrawal from the Agreement via KIR's website or in other manner. The Consumer may use the withdrawal form template. It is not obligatory to use the template or website.
7. The declaration of withdrawal should be submitted to the Customer Contact and Operations Department of KIR in writing to the following address ul. Suraska 3A, 15-950 Białystok or via email to the following email address: kontakt@kir.pl.
8. In the event of withdrawal from the Agreement concluded at a distance, the Agreement shall be deemed not concluded.
9. KIR shall immediately, not later than within 14 days from the date of receipt of the Consumer's declaration on withdrawal from the Agreement, return to the Client all payments made by him/her.
10. KIR shall reimburse the payment using the same method of payment as used by the Client.

§ 8.

Complaint procedure

1. Complaints should be sent to the address of the Customer Contact and Operations Department, Krajowa Izba Rozliczeniowa S.A., ul. Suraska 3A, 15-950 Białystok or to the email address: kontakt@kir.pl.
2. When submitting a complaint, all the information or elements necessary to start the complaint handling process must be provided.
3. KIR shall consider the complaint within 30 days of filing the complaint.
4. KIR does not provide for other out-of-court complaint handling methods.
5. KIR does not provide for other out-of-court means of redress or rules of access to these procedures.
6. The Client is entitled to receive technical support regarding problems related to using the mSzafr Service.
7. KIR shall make every effort to resolve the problem notified as part of the technical support as soon as possible.
8. Technical support is provided during the days and hours of operation of the Hotline and Hotline number as shown at the website www.elektronicznypodpis.pl.

§ 9.

Privacy policy and personal data protection

1. According to Article 13 sections 1 and 2 and Article 14 sections 1 and 2 of Regulation of the European Parliament and of the Council (EU) 2016/679 on April 27, 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (hereinafter "GDPR") KIR informs that:
 - 1) the controller of personal data is KIR S.A. with its registered office in Warsaw at ul. rtm. Witolda Pileckiego 65, 02-781 Warsaw, KRS 0000113064;
 - 2) the contact details of the Data Protection Officer of KIR are: IOD@kir.pl;
 - 3) the personal data will be processed under:
 - a. the legal obligation referred to in Article 6(1)(c) of the GDPR resulting from Article 24 of eIDAS ;
 - b. article 6(1)(b) of the GDPR in order to conclude and perform a contract;
 - c. a justified legal interest of KIR referred to in Article 6(1)(f) of the GDPR in conjunction with Article 19(1), Article 24(2)(g), and Annex II(1)(c) of eIDAS consisting in ensuring security of the provided trust service and preventing data falsification;
 - 4) if you are serviced, i.e. within the scope of identity verification by the Partner, your personal data may be processed to the Partner; the list of Partners is provided on the following website: www.elektronicznypodpis.pl;
 - 5) personal data will be stored for a period necessary to provide trust services, and within the scope of data referred to in Article 17 section 2 of Act of September 5, 2016 on Trust Services and Electronic Identification (Journal of Laws of 2020, item 1173) for a period required by the law, which at the moment is 20 years, with the stipulation that in case of appearance of other legal basis authorizing KIR to process personal data, that period may be changed in accordance with the duration of such legal basis; everyone has the right of access the content of his/her data and the right to rectify, erase, restrict the processing, the right to transfer data, the right to object at any time without affecting the lawfulness of processing carried out on the basis of the consent prior to its withdrawal; however, the exercise of this right may be restricted by mandatory legal provisions;
 - 6) data are subject to profiling pursuant to Article 6(1)(f) of the GDPR in conjunction with Article 19(1), Article 24(2)(g) and Annex II(1)(c) of eIDAS, in order to ensure the security of the service provided and to prevent data falsification. If as a result of profiling KIR becomes aware of a reasonable suspicion of a possible breach of security of the trust service, it may interrupt the process of certificate generation or invalidate a certificate that has already been generated;
 - 7) everyone has the right of access the content of his/her data and the right to rectify, erase, restrict the processing, the right to transfer data, the right to object to personal data

processing, the right to withdraw consent at any time without affecting the lawfulness of processing carried out prior to its withdrawal; however, the exercise of this right may be restricted by mandatory legal provisions;

- 8) the submission of personal data is essential for the provision of the certificate. In case of failure to do so, the service cannot be provided.
2. KIR – in connection with the mSzafir Service – processes the following personal data:
 - 1) data entered into the certificate, i.e. first and last name and PESEL or series and number of identity card,
 - 2) data necessary for Authorization,
 - 3) email address and phone number (for certificates with validity period longer than 1 day),
 - 4) data provided for the issue of an invoice,
 - 5) data provided in connection with complaint handling.
 3. If the personal data referred to in section 2 are not the Client's data, the Client shall transfer them to KIR after informing the data subject about the principles of personal data processing set forth in section 1 (Article 14 of the GDPR).

§ 10.

Information for the Clients

1. KIR is entered in the register of Trust Service Providers within the meaning of the act.
2. A qualified electronic signature shall have a legal effect equivalent to a handwritten signature.
3. 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.
4. Rules of issuing and revocation of qualified certificates and the scope and restrictions of use of certificates are specified in detail in service provision policies, that is in: "KIR Certification Policy for Qualified Trust Services" provided in the Internet under the following address: www.elektronicznypodpis.pl. The address of the publication is subject to change.
5. KIR shall store documents for which signature shall be submitted in mSzafir Service and signed documents for a period not longer than 24 hours from the time of their entry into the KIR systems
6. According to Article 21 of the act, KIR shall not be liable for damage resulting from non-compliance by the Client or the Subscriber with the rules set forth in the KIR Certification Policy for Qualified Trust Services.

7. The Client, Subscriber or other party may request revocation of the qualified certificate if it results from the KIR Certification Policy for Qualified Trust Services, Agreement or from other KIR obligations.
8. The Certificate that has been revoked cannot be considered valid.
9. The application for revocation of the Certificate is published on the KIR website www.elektronicznypodpis.pl
10. Detailed rules of revocation of the certificate are specified by the KIR Certification Policy for Qualified Trust Services.
11. Disputes arising from the use of an advanced electronic signature shall be resolved by the competent ordinary courts.

§ 11.

Technical requirements

1. The necessary technical requirements for the use of the mSzafor Service are as follows:
 - 1) a computer or a mobile device with Internet access,
 - 2) mobile application or access to tools meeting the Authorization requirements,
 - 3) Web browser.
2. Meeting the above requirements is necessary, but does not guarantee successful use of the mSzafor Service. Detailed technical requirements, including in particular the supported operating systems and computer hardware configuration, are available on the KIR www.elektronicznypodpis.pl website www.elektronicznypodpis.pl.
3. KIR reserves the right to temporarily refuse to provide the mSzafor Service, in particular within the scope of enabling to affix electronic signature online and Authorization to affix electronic signature in case the Subscriber fails to meet provisions of section 1 or 2, as well as in other cases, in particular if they could threaten a security breach of trust services, personal data protection principles or interests of trusting parties.

§ 12.

Rules of Authorization

1. Authorization to private key in order to submit a signature shall be performed on the basis of:
 - 1) Means or
 - 2) mechanisms provided in mobile application.
2. After positive Authorization the Subscriber may affix an electronic signature.

§ 13.

Change of the Regulation

The Clients shall each time be presented with the Regulation in its current wording.

§ 14.

Final provisions

1. To all matters not covered by this Regulation, the relevant provisions of Polish law shall apply, in particular the provisions of eIDAS, the Act, the Civil Code and the Act of May 30, 2014 on Consumer Rights (Journal of Laws of 2020, item 287).
2. This Regulation shall apply from the 5th of February 2021.