

The logo for KIR, consisting of the letters 'KIR' in white on a dark blue square background, with a white horizontal line above the letters.

**KIR.**

**Szafir**

# **Rules of Remote Renewal of Qualified and Non- Qualified Certificates Issued by KIR**

Version 1.2

## Art. 1

### General Provisions

1. These Rules of Renewing Qualified and Non-Qualified Certificates Issued by KIR, hereinafter referred to as the “Rules” shall be applied only to remote renewal of qualified and non-qualified certificates issued by KIR, i.e. renewal performed via the Internet with the use of the private key carrier that is already used by the subscriber for creating the electronic signature, and also with the use of another carriers in case of non-qualified certificates.
2. Issuance of certificates, including their renewal, is a certification service that is governed by the Electronic Signature Act of 18 September 2001 (Journal of Laws No. 130, item 1450, as amended), hereinafter referred to as the “Electronic Signature Act” and secondary regulations that follow from that Act. Under the service of certificate issuance, an electronically provided service within the meaning of the Electronically Provided Services Act of 18 July 2002 (Journal of Laws No. 144, item 1204, as amended) is the service of remote certificate renewal only. Remote certificate renewal is not a separate category of services and is included in the notion of the certification service.
3. Remote renewal shall apply only to certificates that have been issued pursuant to previously concluded agreements for the provision of certification services. The Rules do not provide terms governing conclusion of such agreements, including the use of electronic communications, they only specify the terms of processing orders for remote certificate renewal submitted under concluded agreements.
4. Krajowa Izba Rozliczeniowa S.A. in Warsaw, at ul. Pileckiego 65, entered in the entrepreneurs register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13<sup>th</sup> Business Division of the National Court Register – Entrepreneurs Register No. 0000113064, with the share capital of PLN 5,445,000.00, provides certification services pursuant to entry in the register of qualified entities providing certification services that made upon request of KIR. Entry in the register is voluntary and is necessary for provision of a service that consists in issuance of qualified certificates. The minister competent for economy also maintains the Register in an electronic form.
5. Notions that are used in the Rules have been defined in the Certification Policy of KIR for Qualified Certificates, hereinafter referred to as the “Qualified Policy”, the

Certification Policy of KIR for Non-Qualified Certificates, hereinafter referred to as the “Non-Qualified Policy”, Certificate Practice Statement of KIR for trusted non-qualified certificates, hereinafter referred to as the “CPS”, and in agreements for the provision of certification services, provided, however, that in the event of doubts, a definition included in the Qualified Policy or the Non-Qualified Policy shall prevail, depending on the type of certificate, subject section 6.

6. The notion of the agreement for provision of certification services shall be understood to mean any agreements concluded by KIR with Ordering Parties the subject of which is the provision of certification services consisting in the issuance of certificates.
7. These Regulations are not limited KIR for the issuance of new certificates, including certificates with changed data using the Internet and private key carrier submitted to the subscriber to creating the electronic signature, in the case of non-qualified certificates as well as using other media.

## **Art. 2**

### **Terms and Conditions of Providing Services Electronically**

1. Remote renewal of certificates shall consist:
  - 1) in case of qualified certificates, in submission for recertification of the same data used for verification of the electronic signature that have been previously, pursuant to the subscriber’s consent, assigned to the subscriber during the validity period of the current qualified certificate.
  - 2) in case of non-qualified certificates, in certification of the new data used for verification of the electronic signature that have been, pursuant to the subscriber’s consent, assigned to the subscriber during the validity period of the current non-qualified certificate.
2. Remote renewal shall include only those certificates that remain valid at least until verification by KIR of the certificate renewal request delivered by the Ordering Party.
3. The necessary conditions for remote renewal shall include:

- 1) having a valid qualified certificate issued by KIR in case of renewing a qualified certificate and a valid non-qualified certificate in case of renewing a non-qualified certificate;
  - 2) obligations binding upon KIR and the Ordering Party under agreement for the provision of certification services at least at the time of submission of an order that is referred to in section 3;
  - 3) submission of an order by the Ordering Party in writing or in an electronic form created with a secure electronic signature verified with the valid qualified certificate;
  - 4) representations and expression of consents as required by law by the Ordering Party and the subscriber;
  - 5) compliance of all data included in the renewable certificate with the data provided in the order.
4. In cases provided for under the agreement for the provision of certification services or otherwise provided under law, the order that is referred to in section 3.3, may be submitted by the subscriber or another authorised person on behalf of the Ordering Party.
  5. The subscriber shall be obliged to follow the instruction manual of the certificates remote renewal process that is made available by KIR and to comply with the messages received.
  6. Necessary technical requirements for making use of remote renewal of certificates are as follows:
    - 1) a computer with Internet access;
    - 2) access to a pair of keys relating to the renewable certificate;
    - 3) a cryptographic card with the current valid certificate in case of qualified certificate renewal.

Compliance with all the above requirements shall be necessary, but it shall not warrant successful completion of the remote renewal process. Detailed technical requirements, including in particular operating systems that are supported and configuration of the computer hardware, are available at the web site of KIR.

7. KIR reserves that it may refuse to remotely renew a certificate in the event of the Ordering Party's or the subscriber's failure to comply with the provisions in section 3 or 5 and 6, and also in other cases, particularly, when it could jeopardise the security of certification services, the terms of personal data protection or interests of recipients of certification services. In such situation, a certificate may be renewed in the offices of KIR.
8. Further to the nature of a service of remote renewal of certificates may not be performed anonymously which does not exclude certificate renewal while using a pseudonym. The terms of using a pseudonym in the process of issuing and renewing a certificate have been provided in the Electronic Signature Act and the ordinance of the Council of Ministers on determining the technical and organisational conditions for qualified entities providing certification services, certification policies for qualified certificates issued by such entities and the technical conditions for secure devices used for creating and verifying the electronic signatures dated 7 August 2002 (Journal of Laws No. 128, item 1094).

### **Art. 3**

#### **Terms and Conditions of Concluding and Terminating Agreements for Electronically Provided Services**

A service of remote renewal of certificates shall be performed electronically pursuant to previously concluded agreements for the provision of certification services. Further to that, the Rules do not specify the terms and conditions for concluding or terminating such agreements, including the use of electronic communications.

### **Art. 4**

#### **Availability**

The system of remote renewal of certificates shall be available 24 hours on 7 days per week, provided that KIR reserves itself the right to have the system unavailable in case of failures or technical breaks.

## Art. 5

### Complaints and Technical Assistance

1. Any complaints that have been lodged further to remote renewal of certificates shall be made within 14 days as from the occurrence of an event justifying submission of such complaint.
2. A complaint shall, in particular, include a concise description of an event justifying the complaint together with its justification and contact particulars of a person lodging the complaint.
3. Not later than within 21 business days as from receiving the correct complaint shall it be reviewed, whereas the person lodging it shall be informed about the position taken by KIR.
4. KIR reserves that incorrectly lodged complaints shall not be reviewed.
5. The Ordering Party shall be entitled to technical assistance relating to issues connected with the use of a renewed certificate.
6. KIR shall exercise its best efforts that an issue which has been raised under technical assistance has been resolved as soon as possible.
7. Technical assistance shall be provided on days and at working hours of the info desk and at the info desk telephone number shown at the web site of KIR.
8. Any complaints or notices relating to technical assistance shall be made by mail to the address: [bok@kir.pl](mailto:bok@kir.pl) or in writing to the address: Biuro Obsługi Klienta KIR ul. Pileckiego 65, 02-781 Warszawa, Poland, provided that such information may be subject to change, and the current information shall always be published at the web site of KIR.

## Art. 6

### Personal Data

1. If an issued certificate does not contain an electronic mail address of the subscriber, and communication with it is to be exchanged using another address for the purposes of remote renewal, the subscriber shall be obliged to give such address.

2. Under complaints processing and technical assistance, the subscriber, the Ordering Party, or another person may become obliged to provide their contact particulars in order to ensure proper service.
3. Personal data shall be process in accordance with the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2002, No. 101, item 926, as amended) and the Electronic Signature Act.
4. KIR undertakes not to deliver illegal contents to the Ordering Party or the subscriber.

#### **Art. 7**

##### **Final Provisions**

1. Matters that have not been provided hereunder remote renewal of certificates shall be governed by the provisions of the Qualified Policy, the Non-Qualified Policy, the CPS and agreements for the provision of certification services.

The Rules shall become effective on 1 October 2012.



Krajowa Izba Rozliczeniowa S.A.  
ul. rtm. W. Pileckiego 65  
02-781 Warszawa  
infolinia: 801 500 207  
e-mail: bok@kir.pl

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