TERMS OF USE OF SERVICES ACCESSIBLE THROUGH THE "ID SERVICE, OPERATED BY EVROTRUST" MOBILE APPLICATION

Version 1.0
Date 01.12.2020

I. GENERAL PROVISIONS

Definitions

Art. 1. The following terms shall have the following meanings in the application and interpretation of the Contract:

"ID Service" is a brand owned and provided by Mastercard. The service "ID Service" under these Terms of Use is operated by Evrotrust and is marked with the additional text "operated by Evrotrust".

Evrotrust Technologies DOOEL Skopje is a single-member limited liability company with Company Identification Number 7435800, VAT No. 4080020591119, with headquarters and registered address in the city of Skopje, 3 "Philip the Second of Macedon" Street, tel. (+359 2) 448 58 58, e-mail address: mk@evrotrust.com, website: https://www.evrotrust.com/, registered as an electronic identification scheme provider in the Register of Trust Service and Electronic Identification Schemes Suppliers

and

Evrotrust Technologies, Bulgaria, is a joint-stock company with Unified Identification Number 203397356, headquarters and registered address: city of Sofia 1113, Izgrev housing complex, 2 Nikolay Haytov Street, entrance E, 2nd floor, correspondence address: city of Sofia, 101 Tsarigradsko Shose Blvd., 6th floor, tel. (+359 2) 448 58 58, e-mail: office@evrotrust.com, website: https://www.evrotrust.com/, as a qualified trust service provider, entered in the national trusted list of trust service and qualified trust service providers maintained by the Communications Regulation Commission (CRC) (https://crc.bg/files/_en/TSL_BG.pdf), which list is part of the common trusted list for all member states of the European Union (https://webgate.ec.europa.eu/tl-browser/#/tl/BG), hereinafter jointly referred to as Evrotrust

1. **Relying Party** means an individual or a legal entity other than the Client, or a public sector body, which relies on electronic identification, a trust service or other service provided by Evrotrust.

2. **Electronic signature, electronic identification, trust services, qualified certificate for a qualified electronic signature (QCQES), qualified electronic registered delivery service, as well as any other terms used herein** shall have the meaning foreseen in the applicable legislation, including, but not limited to, Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (Regulation (EU) No. 910/2014), unless otherwise provided for in the Contract.

3. **Malevolent activities** means acts or omissions violating internet ethics or causing damage to persons connected to the internet or associated networks, sending unsolicited communication (unsolicited marketing communication, SPAM, JUNK MAIL), flooding of channels (FLOOD), obtaining access to resources by using someone else's rights and passwords, using shortcomings of the information systems for personal benefit or for acquiring information (HACK), change of identity, committing actions that could be qualified as industrial espionage or sabotage, damage to or destruction of information systems or information arrays (CRACK), sending "Trojan horses" or causing installation of viruses or systems for remote control, disturbance of the

normal operation of other users of the internet or associated networks or committing any acts that could be qualified as an offence or administrative violation under the Bulgarian law or other applicable legislation.

4. **Internet page** is an element or a separate part of a website.

5. **Information system (system)** is any individual device or a combination of interrelated or similar devices, where the system or one of the elements thereof provides automated data processing.

6. **Client** is an individual who uses the services of Evrotrust via the "ID service" mobile application.

7. **The "ID service" mobile application (the Application)** is the mobile interface installed on the Client's device, which allows them to use the services. The application is available for download in the respective app stores under the name "ID service".

8. **Unforeseeable event** is an event or act that is unforeseen and unforeseeable at the time of concluding the Contract, which is unavoidable, where no wrongful conduct by Evrotrust is involved and which makes the provision of the services impossible.

9. **Server** is a device or a system of connected devices, where a system software is installed for performance of tasks related to storage, processing, receipt or transmission of information.

10. **Price List** is the list of prices describing the services and the prices for their use by the Client, if such has been adopted and duly published by Evrotrust.

11. **Website** is an individual space in the world wide web accessible through its uniform resource locator (URL) via HTTP, HTTPS or other standardised protocol, which contains files, programmes, text, sound, pictures, images or other materials and resources.

12. **Services** are all trust services, information services, cryptographic services or other services provided by Evrotrust and accessible through the application.

13. **Devices** are hardware products or parts thereof, which are designed for connection to the interfaces of public electronic communication networks. The devices that could normally be used for the services are mobile telephones or other smart devices that meet the technical requirements for the normal installation and operation of the Application.

Scope

Art. 2. (1) Evrotrust shall provide the Client with the services through the Application either free of charge or for consideration, provided that the Client complies with and strictly observes this Contract, the General Terms for provision of trust services, information services, cryptographic services and other services, the Practices and Policies for provision of trust services (hereinafter jointly referred to as Policies and Practices), as well as the provisions of the applicable law under the Contract that are currently in force.

(2) The General Terms shall constitute an integral part of this Contract.

(3) The services are diverse, continuously supplemented and modified for the purpose of their improvement and extension. Based on this ground, their number, characteristics and terms of provision may be unilaterally changed by Evrotrust at any time.

Installation of the Application

Art. 3. In order to use the services via the Application, the Client shall express their agreement with the Contract in advance by performing the steps described below.

Art. 4. In order to use the services, the Client needs to:

1. have a device that allows for the installation and normal operation of the Application;

2. provide internet connectivity for the device used by them in a way that ensures usage of data transfer services with a proper speed that provides functional internet access;

3. provide device connectivity to a mobile network in a way that allows the use of mobile services, including the possibility to receive short message service (SMS) texts and electronic mail (e-mail);

4. have the last update of the Application installed on the device and maintain the installation up-to-date;

5. use an authentic version of the mobile device software which has not been subject to hacker attacks, decoding or other similar practices reducing the device security;

6. use a device that supports a biometric data recognition function, such as fingerprint, facial recognition or other.

Art. 5. Evrotrust shall publish the following on their website:

1. information about the Application with a possibility for its direct download and installation;

2. information about the trust services and their current scope;

3. the Price List;

4. the Policies and Practices;

5. the General Terms of the contract for provision of trust services, information services, cryptographic services and other services.

Actions Related to the Contract Conclusion

Art. 6. (1) After installation of the Application and starting it on the device, the Client shall familiarise themselves with and agree to the Contract, together with the General Terms, they shall confirm that they have read the Privacy Policy applicable to the "ID service" mobile application, they shall give their express consent for the processing of their biometric data and for decision-making based on automated personal data processing in accordance with the Declaration of Consent for automated processing of biometric personal data and shall enable the mobile application by pressing the respective button to continue with their registration in the Application. By doing so, the Client submits a request to Evrotrust to undertake actions for conclusion of the contract.

(2) By their actions under paragraph 1, the Client agrees to receive communication via their e-mail address and mobile telephone number indicated by them during their registration, including via the short message service (SMS). Under the relationships between Evrotrust and the Client, which have arisen with the conclusion and implementation of this Contract, the parties hereby agree that any statements through text messages, coming from the telephone number and electronic mail indicated by the Client, or, respectively, the statements sent via text messages from the Application, the telephone number and the electronic mail indicated by Evrotrust, shall be considered signed with an electronic signature within the meaning of Art. 3(10) of Regulation (EU) No. 910/2014 and shall have the same binding effect as a handwritten signature.

(3) Any message that has been successfully sent to the electronic mail and mobile telephone number shall be considered duly delivered, without the need of confirmation of receipt. The successful sending of a message to the Client via the Application shall be considered a secure and due provision via an electronic registered delivery service or via a qualified service for electronic registered delivery service within the meaning of Regulation (EU) No. 910/2014.

Registration

Art. 7. The Client's registration in the Application includes the following steps:

1. choice of language;

2. consenting to the agreement with the Contract, the General Terms, the Privacy Policy and the Declaration for processing of biometric data;

3. provision and confirmation of contact details;

4. identification;

5. issue of a QCQES.

Choice of Language

Art. 8. The choice of language for performing the registration shall mean that the Client understands the selected language.

Contact Details

Art. 9. The Client shall enter their mobile telephone number and a valid electronic mail address. The application will send a message with a 6-digit code for confirmation to the mobile telephone number indicated by the Client. After successful entry and acceptance of the code by Evrotrust's system, the Client shall press the "Confirm" button.

Client Identification

Art. 10. (1) The Client identification and the verification of the details they have provided shall take place as follows:

1. Proof of Identity The Client shall photograph a clear copy of a valid proof of identity with the camera of their device and shall sent it to Evrotrust's system via the Application, by complying with the instructions during the photographing process. The details from the proof of identity will be automatically recognised by Evrotrust's system. The Client shall check the correctness of the details that have been automatically read and shall confirm them by pressing the "Confirm" button, if they fully match the details under their proof of identity.

If there is no integration with primary national registers for checking the validity of the proof of identity and a proof of identity with a NFC chip is used, the data will be extracted by reading the chip. For this purpose, the Client shall touch the device with the proof of identity. In case of extraction of the data from the NFC chip, no subsequent editing of those data by the Client will be allowed.

2. Automated Identification:

2.1 The Client photographs their face with the camera of their device in accordance with the instructions shown on the screen in the mobile application. The biometry of the Client's face taken will be compared automatically with the Client's picture in their proof of identity via the verifications under subsection 2.2 or 2.3 below.

2.2 If technically possible, Evrotrust will perform automated verification of the Client's identity through the relevant exchange of the data identified under paragraph 1 above with the registers of the primary data controllers in the relevant country that has issued the proof of identity, if the jurisdiction of the proof of identity issuing country provides such type of access.

2.3 In case of using a proof of identity with an NFC chip, the identification will rely on data extracted via the NFC chip of the Client's proof of identity.

2.4 In case of successful verification of the proof of identity validity and successful identification, the Client will be considered successfully identified and their identity will be considered verified.

3. Semi-Automated Identification:

In case of unsuccessful automated identification, a mandatory verification and confirmation of the identification by an Evrotrust operator will be required. In this case, a video conference call can be conducted in real time between the Client and an Evrotrust operator via the mobile application. In case of successful identification by the operator, the latter will confirm the Client's identification and identity. If there are publicly available registers for checking the validity of the proof of identity or the status of the purpose, the relevant inquiries will be performed internally.

(3) In case of successful identification, Evrotrust will confirm the Client's registration and will send them the General Terms, the applicable Privacy Policy and the Declaration of Consent for signing.

Art. 11. (1) The natural persons video identification system used by Evrotrust is certified by a competent authority verifying compliance for compliance with the requirements of Regulation (EU) No. 910/2014 and

provides the same level of security as physical presence pursuant to Art. 24(4) of Regulation (EU) No. 910/2014.

(2) In order to guarantee the highest possible level of security, the access to the Application, as well as the enabling/disabling of services in the Application (e.g. requesting issuance of a QCQES, signing with a QCQES, etc.) and confirmation of the execution of any legally binding electronic statements in or via the Application, shall be confirmed via the biometric data recognition functions (e.g. fingerprint, facial recognition, etc.) supported by the device used by the Client. When using the biometric data recognition functions supported by the device used by the Client, the Client's biometric data will remain under their control and will not be stored by Evrotrust. Evrotrust will not process any Client biometric data outside the activities that require automated identification of the Client (initial registration, recovery of account in case of re-installation of the mobile application or provision of an electronic identification service with included supplementary Client identification in real time). In the cases mentioned above, where Evrotrust processes biometric data, such processing will be one-time and Evrotrust will not store any such data in their systems, but only the result of the processing (level of matching).

(3) All identification data related to the Client, which have been collected in the course of their identification and registration, together with the 3D FaceMap (biometric identifier) generated during the automated identification by processing specific features of the Client's facial image (biometric data) will be stored in a secure encrypted space (secure enclave/chip) in the Client's device, which will be entirely under the control of the Client. Evrotrust will not store the generated 3D FaceMap in their system in any way. Evrotrust will never have access to the secure encrypted space (secure enclave/chip) in the Client's device.

QCQES

Art. 12. (3) A mandatory condition for the successful completion of registration and for using the services in the Application is the issue of a QCQES, which shall be used by the Client to sign the Contract. For this purpose, the Client shall request the issuance of a QCQES via the Application interface by reviewing the content of the data that will be written in the certificate in advance and by confirming their request for issuance of a QCQES by:

1. pressing the "Issue" button and

2. confirming via biometry through the biometric data recognition function enabled in and supported by their device.

(2) Evrotrust issues the requested QCQES and the Client signs this Contract, the General Terms, the Privacy Policy and the Declaration of Consent. Signing via the QCQES issued is enabled by the biometric data recognition function available on the Client's device. By signing these documents, the Contract between Evrotrust and the Client will be considered concluded. Before signing these documents, the QCQES issued may not be used for signing any other documents. If the Client refuses to sign the Contract, the General Terms, the Privacy Policy and the Declaration of Consent or if the Client does not sign them before the deadline indicated in the Application, the QCQES issued and the Client's account will be disabled and their registration will be considered unsuccessful.

(3) The Contract signed by the Client and Evrotrust will be sent to the Client via the Application. The Contract text, the General Terms, the Privacy Policy and the Declaration of Consent are available for storage on the Client's device in a way that allows their download and storage on a local device, as well as subsequent recovery in the "Account" menu of the Application or the internet page of Evrotrust: https://www.evrotrust.com/landing/en/a/tsp-documents. The Client shall save the signed Contract on a local device/send it to their e-mail. The Contract is concluded in the language selected by the Client in the course of their registration and supported by the Application.

Operated by Evrotrust

(4) The issued QCQES requested via the mobile application will be immediately published after signing the Contract in the register of the issued QCQES kept by Evrotrust.

(5) The issued QCQES will have a validity period depending on the policy for the relevant certificate, which shall start from the date of its publication in the register of QCQES issued by Evrotrust.

Change of Device. Adding a New Device

Art. 13. (1) In case of a change of device or adding a new device, the Client shall identify themselves by going through another automated identification. For the purpose of this identification, specific features from your face image are analysed during a new identification video session in the Application - a new temporary 3D FaceMap is generated and it is compared to your initial 3D FaceMap (Biometric Identifier) stored in a backup file you have transferred during the re-installation of your new device.

(2) The Application allows use by the Client through an indefinite number of devices. A list of all active devices used by the Client for the Application is stored in Evrotrust's system.

(3) Each device used by the Client can be deactivated through the relevant function in the Application.

Amendment of the Contract

Art. 14. (1) Evrotrust can unilaterally amend the provisions of the Contract, the General Terms, the Privacy Policy, the Policies and Practices and the Price List of the fees (if there is one adopted by Evrotrust) by publishing them on their internet page and in the Application through a link to Evrotrust's website.
(2) If the Client disagrees with the amendments, they can withdraw from the Contract without indicating the reason therefor and without owing any compensation or damages. In this case, the Contract will be automatically terminated by disabling of the Client's account by them, unless Evrotrust has expressly indicated a possibility for the Client to continue to use the services under the conditions effective before the amendment. This rule shall not apply in the cases where the amendment in the Contract provisions is the result of an order or instruction by a regulatory or competent authority, in which case such amendments must be expressly indicated by Evrotrust.
(3) The Client may exercise their right under para. 2 through the relevant statement addressed to Evrotrust within one month after the changes under para. 1 have been published. If the Client does not declare their disagreement with the amendments within this period, the Client shall be considered bound thereby.

II. SERVICES
General

Art. 15. (1) The services that Evrotrust can provide via the Application include issue of qualified certificates for electronic signature, qualified electronic identification service, remote creation of an electronic signature/stamp service and qualified storage of qualified electronic signatures/stamp service.
 (2) The services shall be requested by the Client via the Application. This contract covers all the services mentioned. The Client may confirm the use of a service through the relevant buttons in the Application at any time of the Contract effectiveness and by doing so they agree with the terms of their delivery described in this Contract.
(3) The trust services that may be requested via the Application shall be provided in accordance with the provisions of the General Terms and the relevant applicable Policies and Practices. When requesting services via the Application, the Client shall familiarise themselves with all the relevant applicable Policies and Practices.

(4) Evrotrust reserves the right to modify an existing Service.

III. PRICES. PAYMENT METHODS.

Art. 16. Evrotrust provides the services free of charge or for a fee in accordance with the ones defined in the Price List for using the services accessible via Evrotrust's Application (the Price List), if there is one adopted and published by Evrotrust. The Price List may be accessible in the Application and on Evrotrust's web page.

Art. 17. Evrotrust reserves the right to unilaterally change the prices published in the Price List, provided that the requirements of the applicable law under the Contract are observed. The change in the prices will not affect the use of services already paid by the Client.

Art. 18. (1) The prices for using the services shall be paid to Evrotrust by the Client or by the relying party based on the arrangements between them.

(2) The prices for using the services shall be payable based on the Price List:

1. for each individual use of a service; or

2. based on another method defined in the Price List.

(3) When the price for the relevant service is payable by the Client, accurate information about that will be shown in the Application.

Art. 19. The Client can pay for the services in one of the following ways:

1. through the "Wallet" service of App Store, Google Play or another type of wallet;

2. as a value-added service to the mobile operator the Client is a subscriber of, where the value of the services used by the Client is included in the monthly bill of the Client to the mobile operator for the relevant month; or

3. based on another method defined in the Price List.

Wallet

Art. 20. (1) The "Wallet" service of App Store, Google Play or another integrated wallet provides the Client with the possibility to pay for the value of the services used until the prepaid amount has been used up. The service is accessible when activated as a functionality in the mobile application.

(2) The Client can top up their Wallet by prepayment of an amount selected by them through their profile in App Store, Google Play or another wallet.

(3) Based on the functionality provided in the Application, the Client may pay for paid services from their Wallet in full or in instalments, where the price payable upon each request for a paid service will be deducted from the prepaid amount. If the price of the service requested is higher than the prepaid amount available in the Wallet, the Client may use other available payment method or top up their Wallet with an additional amount before paying for the service requested.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES
Rights and Obligations of Evrotrust

Art. 21. (1) Evrotrust shall have the following rights:

1. to suspend or temporarily limit the Client's access to the services at their discretion and without notice in case of any indications or doubts that the Client uses the Services in violation of the Contract or the effective provisions of the applicable law under the Contract;

2. to request from the Client and to process all data necessary for the successful identification and registration of the Client in the Application and for the verification of the data provided by the Client, as well as any additional information required for provision of the services;

3. to publish all certificates issued by them and the information contained therein in their register in accordance with the requirements of the law and the Client instructions (to the extend applicable).

(2) Evrotrust does not have the obligation and objective capability to control the method based on which and/or the purposes for which the Client uses the services provided, neither are they obliged to seek any facts or circumstances showing the conduct of any illegal activity.

Art. 22. Evrotrust shall have the following obligations:

1. to provide the services to the Client in accordance with the provisions of the Contract and the effective provisions of the applicable law under the Contract;

2. to immediately undertake any required actions for suspension, resuming or termination of certificates issued by them in case of establishment of any grounds therefor;

3. to immediately notify the Client about the circumstances related to the validity or reliability of the certificate issued by them;

4. to publish and update electronically a publicly available list of the certificates terminated by them.

Rights and Obligations of the Client
Right of Withdrawal

Art. 23. In accordance with the consumer protection legislation that is currently in force in the European Union, if the Client is a consumer within the meaning of this legislation and the contract is concluded remotely,

the Client shall have the right, without owing any compensation or damages and without the need to indicate any reason, to withdraw from the Contract within 14 days from the date of its conclusion. If the Client wants to withdraw from the Contract, they shall inform Evrotrust about their decision in writing before the expiration of the 14-day period from the conclusion of the Contract. For the avoidance of any doubt, it will be considered that the Contract between Evrotrust and the Client for use of the services provided via the Application has been concluded at the time of signing this Contract and the General Terms by the Client with the QCQES issued to them by Evrotrust. If the Client wants to have the services provided before expiration of the period for exercising their right of withdrawal, the Client shall make an express request therefor. In these cases, if the Client exercises their right of withdrawal after requesting to start using the services and before expiration of the period for exercising their right of withdrawal, they shall pay to Evrotrust a proportionate amount to what has been actually provided to them by the time when the Client has notified Evrotrust for exercising their right of withdrawal.

Art. 24. (1) The Client shall be entitled to access to the services in compliance with the provisions of the Contract and the requirements for access defined by Evrotrust for each type of service.

(2) The Client hereby agrees to adhere to the conditions defined by Evrotrust related to the characteristics of the services with respect to the type of regime of provision, as well as with respect to any policy adopted by Evrotrust and designed to protect or improve the quality and reliability of the services.

(3) The Client shall provide the technical equipment, software, access to mobile telephone services and data transfer services through a mobile network, which are necessary for using the services, by themselves.

Art. 25. (1) The Client shall have the following obligations while using the services:

1. to comply with the Contract, the General Terms and the provisions of the applicable law under the Contract that are currently in force;

2. to refrain from violating someone else's property or non-property rights, including intellectual property rights;

3. to immediately notify Evrotrust about any case of a violation committed or discovered during the use of the services;

4. to refrain from impersonating another person or otherwise mislead Evrotrust or third parties about their identity;

5. to provide the correct, accurate and complete information required by Evrotrust under the Contract, the General Terms, the Policies and Practices and the provisions of the applicable law under the Contract that

are currently in force during their registration and identification, as well as during any other use of the Application and/or the services;

6. to only use electronic mail (e-mail), a mobile telephone number and a mobile device that are solely under their control. In case of a change in the mobile telephone number and/or electronic mail address, the Client must immediately update their details in the Application.

7. in case of a change of the identity document, the Client must immediately update their details in Evrotrust's Application.

8. to check the completeness and accuracy of the content of the certificates issued to them and to immediately notify Evrotrust in case of any discrepancy between the information provided and the content of the respective certificate;

9. to stop using the Application, the services and the certificates issued to them in case of a loss of their device with the installed Application and to immediately file a request to Evrotrust for stopping/blocking/cancellation (termination) of these services;

10. to immediately notify Evrotrust in case of any change in the information they have provided in relation to the use of the Application and/or the services and to request immediate cancellation (termination) of the certificates issued in case of any change in the information included therein;

11. to use the Application, the services and the certificates issued by Evrotrust only based on their purpose;

12. to refrain from conducting malevolent activities.

(2) In case of violation of any of the obligations under para. 1 above by the Client, Evrotrust shall have the right to cancel (terminate) or immediately suspend the provision of the Services without notice and/or to unilaterally terminate the Contract without notice, as well as to notify the competent authorities in case of a doubt for any misconduct. In case of temporary suspension of the provision of the Services, Evrotrust shall notify the Client about the reason and the Services shall be suspended until rectification of the violation. Evrotrust may terminate the Contract simultaneously with the suspension of the services at their discretion, in which case the Client shall be notified and the Contract shall be terminated at the time of receipt of this notification.

(3) The Client must exercise all due care and undertake the necessary measures for protection of their devices. The Client shall be fully liable for all actions performed by using their Application.

Limited Liability of Evrotrust
Art. 25.
(1) Evrotrust shall not be liable before the Client for any damages that are the result of incorrect, incomplete or inaccurate data provided by the Client or if the Client fails to update their details in the Application in a timely manner.

(3) Evrotrust shall not be liable for any damages caused:

1. on the software, hardware, the device or other telecommunication devices or for loss of any data that is the result of materials and sources searched, loaded or used in any way via the services provided;

2. as a result of the Client's failure to request or request in due time the suspension/blocking/cancellation (termination) of the Application, the services and/or the certificates issued to the Client;

3. as a result of non-fulfilment of the Client's obligations foreseen in the Contract, the General Terms, the Policies and Practices and any other documents that constitute an integral part of the Contract, as well as for any damages caused as a result of the Client's non-fulfilment of any obligation under the provisions of the applicable law under the Contract that are currently in force;

4. as a result of using a certificate outside the limits of its inscribed intended uses and restrictions regarding its operation.

(4) Evrotrust will not be liable for the availability and quality of goods and/or the content of services provided to the Client by third parties, including Relying Parties, or for sending electronic statements mediated by the Application. Insofar as these third-party actions are beyond the control of Evrotrust, the latter shall not be held liable for any unlawful nature of the third parties' actions or for the occurrence, guarantee, fulfilment, amendment or termination of commitments undertaken and obligations related to the goods or services

offered by the third parties. Furthermore, Evrotrust will not be liable for any damages suffered or lost profit arising from these relationships.

(5) The Client hereby declares and agrees that the use of the Application and the Services will be entirely at their risk and responsibility and that Evrotrust will not be liable for any damages caused to the Client from their use, unless these have been caused by Evrotrust deliberately or by way of gross negligence, or unless the provisions of the applicable law under the Contract that are currently in force expressly provide otherwise.

Art. 26. (1) Evrotrust shall not be liable for failure to provide the services in case of any circumstances beyond their control – cases of force majeure, accidents, issues in the world wide web or in the electronic communication networks or issues in the provision of services beyond the control of Evrotrust, as well as in cases of unauthorised access or intervention in the Application functioning by third parties via the Client's device.

(2) Evrotrust will not be liable before the Client or third parties for any damages caused or lost profit which are the result of the termination, suspension, change or restriction of the services.

(3) The parties hereby agree that Evrotrust shall not be liable for failure to provide the services or for providing poor quality of the services as a result of tests or maintenance performed by Evrotrust for the purpose of checking the equipment, connections, networks, etc., as well as tests related to the improvement or optimisation of the services provided. In these cases, Evrotrust will notify the Client in advance for the possible temporary unavailability of the services or for their impaired quality by sending an IM message, a short message service text (SMS) or by sending a message to the registered electronic mail.

Art. 27. The Client shall compensate Evrotrust for all damages and lost profit suffered, including for financial penalties paid, lawyers' fees paid or other costs as a result of claims filed and/or compensation paid to third parties in relation to violation of the Client's obligations envisaged in the Contract, the General Terms, the Policies and Practices and any other documents that constitute an integral part of the Contract, as well as for any damages caused as a result of the Client's failure to fulfil their obligations according to the provisions of the applicable law under the Contract that are currently in force.

Intellectual Property Rights

Art. 28. (1) The intellectual property rights with respect to the Application and any other software applications and products, databases and other materials and resources related to the provision of the services are subject to protection under the provisions of the applicable law under the Contract (the Copyright and Related Rights Act), they belong to Evrotrust or to the relevant entity indicated, which has conceded the right of use to Evrotrust, and they may not be used in violation of the applicable legislation.

(2) The Client's right of access to the services does not include the right to copy or reproduce information or to use subjects of intellectual property rights, unless the case concerns the use of an insignificant volume of information designed for personal use, provided that the legal interests of the authors or other holders of intellectual property rights are not compromised and further provided that the copying or reproducing are not conducted for economic purposes. Notwithstanding the foregoing, the Client shall not have the right to remove the indications of the trademark and relevance of any other intellectual property right from the materials available to them, irrespective of the holder of the respective rights being Evrotrust or a third party.

Personal Data

Art. 28. Before the conclusion of the contract, the Client shall familiarise themselves with the Privacy Policy applicable to the services used by them in order to be aware of the method of processing, the types of personal data processed and the purposes for their processing by Evrotrust and in order to be informed about the protection of their personal data in accordance with the General Data Protection Regulation.

V. CONTRACT EFFECTIVENESS
Termination

Art. 29. (1) In addition to the cases foreseen in the Contract, the latter may also be terminated in the following cases:
1. termination of operation or dissolution of Evrotrust;
2. termination of the Application support;
3. deletion of the Client's account from the Application;
4. by mutual consent between the parties; or
5. in other cases envisaged by the law or secondary legislation.

(2) The Client shall be entitled to stop using the services and unilaterally terminate the Contract by disabling their account from the Application at any time and at their own discretion. If the Application is used by the Client on several devices, the disabling of the Application account on one of them shall terminate the Contract and the Client will not be able to use the Application on any of their devices.

Effectiveness of the termination or cancellation of the contract

Art. 30. The Client shall be considered informed and hereby agrees that all electronic statements made by the time of termination or cancellation of the Contract are automatically sent via the Application and that there is no possibility to stop or cancel them, irrespective of the subsequent contract termination or cancellation.

VI. MISCELLANEOUS
Written Form

Art. 31. The written form will be considered complied with by sending a short message service (SMS) text, a message via electronic mail, by pressing a virtual button in the Application or by ticking a checkbox (button) in the Application or in other similar way, insofar as the statement has been recorded via technical means in a way that allows for its recovery.

Invalidity

Art. 32. The parties hereby declare that if any clause(s) under this Contract become(s) invalid, this shall not result in the invalidity of the entire Contract, other clauses or parts thereof. The invalid clause will be replaced by the imperative provisions of the law or the established practice.

Applicable Law

Art. 33. For all matters unresolved in this Contract, the provisions of the following applicable law shall be applied: for the electronic identification service – the law of the Republic of North Macedonia shall be applied; for qualified trust services – the law of the Republic of Bulgaria shall be applied.

Jurisdiction

Art. 44. All disputes arising from this Contract or related thereto, including any disputes arising from or related to the interpretation, invalidity, non-fulfilment or termination of the contractual relationships shall be resolved by mutual consent between Evrotrust and the Client. If the parties fail to come to a consent, the dispute will be referred for resolution to the competent Macedonian court, if the case concerns the electronic identification service, or to the competent Bulgarian court, if the case concerns the qualified trust services. If the subject of the dispute between the parties are property rights, the dispute will be referred for resolution by the competent court in Skopje, Republic of North Macedonia, if the case concerns the electronic identification service, or in Sofia, Republic of Bulgaria, if the case concerns the qualified trust services.

The provisions of the Contract for use of services accessible through the "ID Service" mobile application have been adopted by Evrotrust on 01.12.2020.