



## APPLICATION FORM AND SUBSCRIPTION AGREEMENT

### QUALIFIED CERTIFICATE FOR NATURAL PERSON

Qualified electronic signature certificate in accordance with Regulation (EU) No 910/2014 (eIDAS)

#### Modality:

QSCD token (Not exportable).

Centralized Certificate in Remote QSCD (Not exportable).

- Validity of 4 years.

#### Subscriber Data

Name	Town
Surnames	E-mail
DNI o NIE*	Province
Mobile phone	Country
Nationality	Postal Code
Address 1	Telephone

**\* NOTE:** In order to guarantee the accuracy of your data, you must attach a copy obtained from the original of the current Identity Document or comparable identity card (passport, residence card, etc.).

Prior to the collection of your personal data, information regarding the Privacy Policy and processing information that ANF AC will carry out with your personal data, rights and procedures to exercise them has been made available to the **SUBSCRIBER**. Please, if you have questions or have not received the receipt of this information, do not fill out this form and consult ANF AC.

**\*\*IMPORTANT NOTICE:** Please note that the e-mail address and mobile phone you provide in this act have, for the purpose of receiving communications and electronic notifications from ANF AC, the consideration of reliable mailboxes. In addition, in these mailboxes you will receive by SMS and e-mail the keys that will allow you to activate your certificate request.

#### Intervene

The first party: the **SUBSCRIBER**.

The second party: ANF Certification Authority (hereinafter ANF AC). Mr. Florencio Díaz Vilches intervenes on its behalf, in his capacity as President. ANF AC, is an entity incorporated under the Organic Law 1/2002 of March 22, registered at the Ministry of Interior with the national number 11.465, NIF G63287510 and registered office in Paseo de la Castellana, 79 -28046 – Madrid, Spain.

Both Parties, in the respective character with which they intervene, mutually recognize the necessary legal capacity to grant this Subscription Agreement, stating that their powers have not been modified, limited or restricted, for that purpose,

#### Declare



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- I. **ANF AC**, is a qualified trust service provider (QTSP), accredited by the Ministry of Economic Affairs and Digital Transformation, registered in the Trusted List (TSL),  
<https://sede.minetur.gob.es/Prestadores/TSL/TSL.pdf>  
in accordance with the current Spanish Electronic Signature Law (LFE), and Regulation (EU) No. 910/2014 of the European Parliament and of the Council, regarding electronic identification and trust services for electronic transactions in the internal market (eIDAS Regulation).
- II. **ANF AC**, as a qualified trust service provider (QTSP), manages its Public Key Infrastructure (PKI) in accordance with its Certification Practice Statements (CPS), Certificate Policies (CP), Terms and Conditions, and the rest of the documentation that makes up its addendum. This documentation has been made available to the SUBSCRIBER on the website,  
<https://www.anf.es/repositorio-legal/>  
This documentation is reviewed and, where appropriate, updated by **ANF AC**. It is recommended to the **SUBSCRIBER** verify the latest published version.
- III. **ANF AC** provides, among other trust services, the issuance, revocation and renewal of qualified electronic signature certificates.
- IV. The **SUBSCRIBER** knows the service detailed above, and wishes to hire it.
- V. Once the procedure and the payment of the application fee are completed, **ANF AC** will proceed to issue and make available to the **SUBSCRIBER** the requested certificate in the manner indicated in the heading of this document.

Both Parties agree to the implementation of this Document subject to the following:

### Clauses

#### 1. OBJECT

- 1.1. The purpose of this Agreement is to regulate the contracting of the certificate that the SUBSCRIBER has requested from ANF AC, as stated in this document. This Contract is specific to the contracted service and complements the General Contracting Conditions and the Terms and Conditions of the Trust Services provided by ANF AC.
- 1.2. In case of divergence between the General Contracting Conditions and this specific Subscription Agreement, the provisions of the Subscription Agreement shall prevail.

#### 2. REGULATION

- 2.1. The relations arising between ANF AC and the SUBSCRIBER, within the framework given by the electronic certification system of this Qualified Trust Service Provider, will be governed by this Contract, of which the General Contracting Conditions and the Terms and Conditions are part of the Trust Services of ANF AC, by the Certification Practices Statement (CPS), and the specific Policy

related to the certificate and / or service contracted.

#### 3. SUBSCRIBER'S OBLIGATIONS

- 3.1. Provide truthful and up-to-date information in the processing of the Trust Services requests. In the event that, in the course of time, there is a substantial variation of the data provided, notify it immediately to ANF AC, and cease its use until an information update is made.
- 3.2. All documents provided to process the requested Trust Services are original or authentic and current copies.
- 3.3. The data relating to the trusted mailboxes that the SUBSCRIBER has indicated in this document: e-mail address and mobile phone, are reliable and established as a personal address in order to receive notifications, communications and passwords that allow processing the requested service, even for Two-factor Authentication (2FA) control purposes.
- 3.4. The SUBSCRIBER will not allow third party intervention in the process of generating signature creation data, nor in the selection



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- of signature activation data (PIN).
- 3.5. Properly guard access to the Electronic Signature Device in which your certificate and signature generation data are stored.
  - 3.6. In case of suspected misuse of the signature device, or loss of privacy of the signature activation data (PIN), the SUBSCRIBER will immediately notify ANF AC, and will not use it once notified.
  - 3.7. Adapt the use of the Trust Services contracted to the permitted uses in accordance with the use for which they have been designed and in accordance with the corresponding regulations and legislation.
  - 3.8. Pay the requested Trust Services fees.
  - 3.9. Declares to know the different types of signature and the legal scope of each of them.
  - 3.10. In case of revocation of the Trust Service provided, the SUBSCRIBER is obliged to cease its use.
  - 3.11. The SUBSCRIBER undertakes to consult the correspondence of the certificate with the request made. In order to do so, should use the qualified Signature and Seal Creation Device. In the event that the verification is negative, the SUBSCRIBER will communicate the fact to ANF AC.
  - 3.12. Use the requested certificate respecting the restrictions and limitations of use imposed according to the Certification Policy, the Electronic Signature Policy and the CPS of ANF AC.
  - 3.13. The SUBSCRIBER undertakes to provide any additional information and documentation required by ANF AC related to the requested Trust Service, assuming that the refusal to provide that information or complementary documentation, will imply by ANF AC the impossibility of providing the Trust Service contracted, without implying the waiver of the expected fees that must be paid without delay by the SUBSCRIBER.
- 4. REFUSAL**
- 4.1. The SUBSCRIBER declares that he/she has informed ANF AC of all those requests for Trust Services that have been refused, as well as the causes that have motivated such refusal.
  - 4.2. A PKI (Public Key Infrastructure) system is developed in a framework of mutual trust and in a good faith relationship. The SUBSCRIBER declares that he/she does not have or has had a conflict of interest with ANF AC or members of its Board of Directors.
  - 4.3. The request for Trust Services is prohibited to persons or entities that have a direct relationship or indirect dependence with entities that compete with ANF AC. In case of carrying out a procedure with manifest falsehood, the SUBSCRIBER will indemnify to ANF AC with FIFTY THOUSAND EUROS (€ 50,000) as a penalty.
- 5. PROVISION OF SERVICES, OBLIGATIONS-RESPONSIBILITIES OF ANF AC**
- 5.1. ANF AC provides Trust Services in accordance with the provisions of the CPS, its specific Policy and in accordance with the ETSI standards and the legislation in force in this matter.
  - 5.2. ANF AC will respond for negligence or lack of due diligence according to the terms of this Contract, except in the cases of limitation of liability established in the CPS of ANF AC, its Policies, the Terms and Conditions, and remaining documentation that makes up its addendum.
  - 5.3. ANF AC cannot modify a certificate that has already been issued.
  - 5.4. ANF AC, in accordance with the functions assigned to it under this Agreement, will guarantee at all times the logical and physical security of the certification processes to be performed.
  - 5.5. ANF AC guarantees that, at the request of the SUBSCRIBER, it will proceed to revoke the Trust Service.
  - 5.6. ANF AC limits its patrimonial responsibility in the provision of its electronic certification services. This limitation is outlined in the QCLimitValue (OID 0.4.0.1862.1.2) of the electronic certificate, and / or in the Certification Policy associated with it.
  - 5.7. ANF AC will keep registered all the information and documentation related to the certificates issued and the declarations of certification practices in force at any time, for a period of fifteen (15) years counted from the moment of its issuance, so that the signatures made with it can be verified.



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- 5.8. ANF AC, in accordance with current legislation and ETSI standards in this field, guarantees the publication of revoked certificate lists (CRLs), which are freely accessible through the website, <https://www.anf.es/crls-arls/>. The update periods of the revoked certificate lists are specified in the CPS and Certification Policy to which each type of certificate is submitted, and the maximum date of next update is specified in the CRL field.
- 5.9. ANF AC, will not be responsible:
- In the cases provided for in current legislation in this field.
  - No direct or indirect, special, incidental or emergent damage; no loss of profits, loss of data, moral or punitive damages, foreseeable or unpredictable arising from the use, distribution, license, operation of certificates, electronic signatures or any transaction based on electronic certificates issued by any of the hierarchies of ANF AC or Trust Services provided by ANF AC.
- 6. CONDITIONS OF SERVICE**
- 6.1. For the provision of Trust Services, ANF AC has published operating and safety standards, such as the CPS. Likewise, relations with third parties and entities that collaborate with ANF AC are formalized through the corresponding written contractual agreement.
- 6.2. ANF AC has informed the SUBSCRIBER and has provided information about the following points:
- The obligations of the signer, the way in which the signature creation data must be guarded and the procedure to be followed to report the loss or possible misuse of said data, of certain electronic signature creation and verification devices that are compatible with the signature data and with the certificate issued.
  - The mechanisms to guarantee the reliability of the electronic signature of a document over time.
  - The method that should be use to verify the identity of the signer, or other information contained in the certificate.
  - The precise conditions of use of the Trust Services, its possible limits of use and the way in which the provider guarantees its patrimonial responsibility.
5. The certifications obtained by the qualified trust services provider and the applicable procedures for the out-of-court resolution of conflicts that may arise due to the exercise of the provision of Trust Services.
6. The rest of the information contained in the Certification Practices Statement.
7. ANF AC undertakes to provide, at the request of third parties affected by the use of the Trust Services, the information cited in the previous points.
- 6.3 The validity of electronic certificates is outlined in the certificate itself, which can be renewed before its expiration. The renewal of the certificate without the need of a personal appearance is limited in accordance with the provisions of current legislation.
- 6.4 The revocation of a certificate has irreversible effects, producing its definitive cancellation.
- 6.5 In the event that the SUBSCRIBER acts on behalf of a SUBJECT, the SUBJECT must review this CONTRACT and ratify it, becoming a Part of it, and being responsible for the same obligations and rights as the SUBSCRIBER.
- 6.6 By accepting the provision of the Trust Services by ANF AC, the SUBSCRIBER undertakes to keep harmless and, where appropriate, indemnify ANF AC for any act or omission, documentary falsification, falsehood of information that causes damage, losses, debts, procedural expenses or of any kind, including professional fees, which ANF AC may incur, that are caused by the use or publication of the Trust Services and that come from any of the causes provided in this Contract, the CPS or in the Policies applicable to the requested certificate, Terms and Conditions and the General Conditions.
- 7. PLACE OF PROVISION OF THE ACTIVITY**
- The place of fulfillment of the obligations related to the Trust Services and, where appropriate, software use licenses, is the registered office of ANF AC.



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### 8. SOFTWARE LICENSE

- 8.1. ANF AC grants the SUBSCRIBER, on a non-exclusive and non-transferable basis, license to use copies of the software received from ANF AC for the operation of the signing device, where applicable, and the remaining services included in the software.
- 8.2. It is absolutely forbidden, unless expressly authorized in writing by ANF AC, to submit the signature device or software to any reverse engineering technique.

### 9. USE OF THE BRAND NAME AND CORPORATE IMAGE OF THE PARTIES

- 9.1. The Parties grant each other, on non-exclusive and non-transferable basis, a license to use the different elements of their corporate image, including the distinctive signs, logos and trademarks registered by each party, exclusively in marketing, advertising, sheets of information on products and services, packages of products and services, websites that use the products and services of the parties, as well as the signature and documentation devices used in the certification procedures.
- 9.2. The use of the elements of the corporate image of each Party must be adjusted, at all times, to the corresponding corporate image manual, as well as to the instructions of each Party.
- 9.3. No Party grants the other Party any right over the registered trademark, commercial name, brand name or good commercial practices of each Party, except for the rights specified in this Contract.
- 9.4. No party may remove or destroy any indication related to copyright, patents or trademarks contained in any product, electronic service or documentation of all kinds.

### 10. FEES

The fees corresponding to the Trust Services provided by ANF AC are published in, <https://www.anf.es/tasas-oficiales/>

### 11. ELECTRONIC INVOICE AS AN EXECUTIVE TITLE

With support in art. 2 of Law 56/2007 of December 28, on Measures to Boost the Information Society, including by

Law 25/2013, of December 27, on the Promotion of Electronic Invoicing and the Creation of an Accounting Register of Invoices in the Public Sector, ANF Certification Authority (ANF AC) and the Subscriber of the services, expressly agree that the electronic invoices issued by ANF AC due to the electronic certification services provided by ANF AC, or other services provided to the Subscriber by entities attached to the ANF AC Cluster will have an executive title, circumstance that will be recorded in the invoice, serving the signature at the bottom as acceptance of the Subscriber and understanding this document as an annex to the invoice for the purposes of art. 2 of Law 56/2007.

### 12. PROTECTION OF PERSONAL DATA

In addition to the information that has been provided to the SUBSCRIBER prior to the collection of personal data, he/she can access the Privacy Policy at, <https://www.anf.es/politica-de-privacidad/>

### 13. DIVISIBILITY OF THE GENERAL CONDITIONS

- 13.1. The clauses of this Contract are independent of each other, which is why, if any clause is considered invalid or unenforceable, the rest of the clauses of this document will continue to apply, unless expressly agreed otherwise by the Parties.

### 14. LEGISLATION AND JURISDICTION

- 14.1. This document will be governed and interpreted in accordance with Spanish legislation and jurisdiction.
- 14.2. Both Parties agree that any dispute arising from this Contract or legal act, as well as those that derive from it or are related to it - including any question regarding its existence, validity, termination, interpretation or execution - shall be resolved definitively by arbitration of Law, administered by the Court of Arbitration of the Distribution Business Council (TACED), in accordance with its Arbitration Rules in force on the date of submission of the application for arbitration. The Court Arbitral to be appointed for this purpose



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shall be composed of one arbitrator and the place of arbitration and substantive law applicable to the resolution of the dispute, are those of the domicile of TACED.

14.3. If for any reason it is not possible to settle the dispute through the arbitration procedure outlined in the previous point, the Parties, waiving any other jurisdiction

that may correspond to them, submit for the resolution of any conflict that may arise between them, to the courts and tribunals of the city of Barcelona waiving their own jurisdiction if it is different.

Barcelona, at            days of the month of            of 20

Subscriber's Signature