

Qualified Certificate Subscriber Agreement

Before requesting access, acceptance or use of a Qualified Certificate read carefully this Qualified Certificate Subscriber Agreement (hereinafter: Agreement) and the Certification Practice Statement of the Issuer of certificates (hereinafter: CPS).

By signing and submitting this Agreement you are requesting from the Issuer of Certificates, KIBS AD Skopje (hereinafter: Issuer), to issue a Qualified Certificate to you and you are becoming a subscriber of a Qualified Certificate (hereinafter: Subscriber), expressing your agreement to the terms of this Agreement.

The Issuer is registered in the Certification Issuers' Registry of the Republic of Macedonia with decision number 02-20725/1 since 22.06.2006.

Subscribers may be only legally eligible individuals or entities who are issued Qualified Certificates for their own use.

Qualified Certificates will be issued in accordance with the requirements set by the Directive 1999/93/EC of the European Parliament and of the Council December of December 13, 1999 on a Community framework for Electronic Signatures (hereinafter: Directive) and the Law on Data in Electronic Form and Electronic Signature of the Republic of Macedonia.

The following table indicates how you know what the object identifier (hereafter: OID) and certificate policy (DL1 or DL2) corresponding to the Qualified Certificate you are requesting for, is. These policies are described in the document "VeriSign Trust Network European Directive Certificate Policies (hereafter: EDP)", which is being published at KIBS repository at <https://ca.kibs.com.mk/repository/cps>. Each of these certificate policies corresponds to specific requirements of the EU Directive and to respective specific requirements of the ETSI 101 456 standard (Policy Requirements for CAs issuing Qualified Certificates).

OID	EU Directive Article	ETSI Standard Terminology	EDP Terminology
(0.4.0.1456.1.2)	Article 5.2	QCP public	DL1
(0.4.0.1456.1.1)	Article 5.1	QCP public + SSCD	DL2

Table 1: Object identifier and certificate policy

For any information relating to this Agreement, please contact us at:

KIBS AD Skopje
Kuzman Josifovski Pitu 1, 1000 Skopje,
Republic of Macedonia
URL: <http://ca.kibs.com.mk>
E-mail: ca-pravila@kibs.com.mk

Contract subject

Article 1

This Agreement governs the rights and obligations of the Issuer and the Subscriber in connection with issuing, revoking and using Qualified Certificates.

Conditions under which Issuer provide services for Qualified Certificates are governed by the detailed CPS of the Issuer of certificates. The CPS and its amendments are publicly available on the web site <https://ca.kibs.com.mk/repository/cps>.

Rights and obligations of the Issuer

Article 2

The Issuer has the right to:

- Verify the identity of the Subscriber or the Subject subscribing for the issuance of the Qualified Certificate,
- Compare the data entered by the Subscriber with the data in submitted documents,
- Revoke the Certificate if the Subscriber does not comply with the CPS.

And obligation to:

- Publish properly protected and accurate Certificate Revocation List (CRL),
- Provide Qualified Certificates to contain all the necessary information according to the CPS, especially Subscriber's public key which corresponds to his private key,
- Issue a Qualified Certificate according to submitted Registration Form, treated as annex of this Agreement,
- Publish Register of issued certificates,
- Revoke the Qualified Certificates at the request of the Subscriber,

- Records related to the Qualified Certificate application form and the relative Certification Authority's event logs will be kept securely for at least five (5) years after the expiration or revocation day of the Qualified Certificate.

Rights and obligations of the subscriber

Article 3

The Subscriber agrees to use the Qualified Certificates or any other Issuer service only in accordance with the CPS. The Subscriber also agrees to comply with the conditions specified in the applicable Relaying Party Agreement. The Relaying Party Agreement is posted in KIBS's repository at: <https://ca.kibs.com.mk/repository/rpa>.

The Subscriber has the right to:

- Notify the Issuer for any change of the data contained in the Qualified Certificate,
- Ask for the revocation of his own Qualified Certificate if the Subscriber has strong reasons to believe that the private key was lost, damaged, stolen or otherwise compromised, or if there is doubt about the safety or secrecy of the private key or data for its activation (PIN code).

And obligation to:

- Personally deliver duly completed registration form,
- Submit documents with accurate and complete data in accordance with the CPS,
- Use the private key according to the CPS,
- Protect the integrity of the private key and prevent unauthorized access or use of the private key,
- In case you are requesting a DL2 digital certificate, you must only use your digital certificate with digital signatures created using the secure signature creation device provided by the Issuer or his explicit approval.
- You shall notify KIBS at telephone number (+38923298444) or email address (ca-pomos@kibs.com.mk) without any reasonable delay, if your private key has been lost, stolen, compromised or control over your private key has been lost due to compromise of activation data(e.g. PIN code) or other reasons.

Fees

Article 4

The fee of Qualified Certificate, which is the subject of this Agreement, is defined in the tariff which is publicly available from <http://ca.kibs.com.mk/tariff> .

Disclaimer

Article 5

The Issuer is not responsible for damages (direct or indirect), lost of profits, costs and claims arising from the use of Qualified Certificates if the Subscriber uses a Qualified Certificate:

- After changing the data contained in the Qualified Certificate
- After the expiry of the validity period of Qualified Certificates,
- After the cancellation, suspension or revocation,
- Contrary to the CPS.

Entry into force

Article 6

This Agreement will come into force on the date the Subscriber submits to the Issuer the Certificate application for a Qualified Certificate and documentation specified in Registration form in accordance with CPS.

Duration of Agreement

Article 7

The importance of the Agreement continues if the Certificate issued under this Agreement is renewed in accordance with the CPS.

This Agreement will be valid until the Qualified Certificate is revoked or expires.

Force Majeure

Article 8

"Force Majeure" refers to any event, including, but not limited to, wars or natural disasters, that is unforeseeable, the occurrence and effect of which is unavoidable and insurmountable. The Issuer that failed to perform this Agreement in full or in part, due to the occurrence of Force Majeure, should be exempted from all or some of its responsibilities hereunder. Specifically the Issuer shall not be liable for any delay, default or failure in performance under this Agreement to the extent said failures or delays are proximately caused by conditions beyond the Issuer's (reasonable) control and occurring without its fault or negligence, including, without limitation, natural disasters (earthquakes, fires, floods) social events (strikes, wars, riots or other major upheaval) acts of public authority and distortions in the functioning of the system.

Competent law

Article 9

For all that is not governed by this Agreement, shall apply the provisions of the CPS.

Final provisions

Article 10

In the event that a clause or provision of this Agreement is held to be unenforceable by a court of law or other tribunal having authority, the remainder of the Agreement shall remain valid.

Article 11

The Subscriber agrees that for any disputes related to the services provided under this Agreement, shall first notify the Issuer for the purpose of seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may seek legal resolution on court. Competent court is court in Skopje.

Subscriber		Issuer
Certificate user	Person that legally represent company <small>(only for Verba Pro1 or Verba Pro2 cert's)</small>	name/ surname:
name/ surname:	name/ surname:	Goran Anastasovski , Stefce Stefanoski
signature:	signature:	signature:
	stamp	