



Terms of Use and Conditions for Identified Users on evicertia.com

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1 Who we are

In accordance with the provisions of European Directive 2000/31/EC, in particular Article 10 of Spanish Law 34/2002, of July 11, 2002, on Information Society Services and Electronic Commerce ("LSSI"), we hereby inform you that the website with URL address: evicertia.com (including all sub-domains such as www.evicertia.com, app.evicertia.com or [\[yoursite\].evicertia.com](https://[yoursite].evicertia.com), hereinafter the "Web Site", the "Portal" or the "Platform") is operated by the company Evicertia, S.L.U. ("Evicertia"), with Tax Identification Number ESB86021839, registered in the Registry of Madrid, Volume 28127, Book 0, Folio 11, Section 8, Page M-506734, Inscription 1ª, whose address is located at Calle Lagasca 95, 28006, Madrid, Spain.

For the purposes of this Contract, the following access addresses or contact points are established:

- Web Site Address, URL or Web Site link: <https://evicertia.com>
- Support Address or Contact Email: support@evicertia.com

2 Content of the legal notice

2.1 Acceptance of the legal notice

This Legal Notice regulates the use of the services of the information society that Evicertia makes available to the users of the Internet network through the Web Site (<https://www.evicertia.com/en/legal-notice>).

The access and use of the Website by the user (the "User") implies that the User accepts in full and undertakes to comply completely with the terms and conditions contained in this Legal Notice, as well as in the Privacy Policy of the Portal.

Likewise, we inform the User that in order to participate in the services and functionalities that Evicertia provides through the Portal it is necessary to register as an identified user of the Website ("IDENTIFIED USER"). The aforementioned services and functionalities are governed, apart from this Legal Notice, by the Terms of Use and Conditions ("ToU&C") that the User must accept prior to registering as a USER.

Participation in the aforementioned services and functionalities may be subject to specific conditions or instructions, which, if they exist, must be accepted by the User and which, as indicated in each specific case, replace, complete and/or modify this Legal Notice.

2.2 Application services

The Evicertia Platform Application Services (hereinafter referred to as the "Application Services" or "Services") in the "Software as a Service" (SaaS) format, are online services certified by a trusted e-services provider, operated over the Internet and based on the PLATFORM including:

- Qualified services in accordance with eIDAS Regulation EU 910/2014.

The Application Services to be provided by Evicertia include all those preventive, corrective and evolutive maintenance operations necessary for the proper functioning of the PLATFORM, as specified in the REQUEST and Service Level Agreement.

2.3 Terms of use

Access to the Web Site is free of charge, except for the cost of connection through the telecommunications network provided by the access supplier contracted by the User. Users who are mere viewers and who have been previously identified or interact with customers in any way through the Website (the "**Identified Users**" or "**Users**" or "**User**"), will not have to pay any consideration for the use they make of the Platform.

Through the Portal there is access to information, services, and programs (hereinafter, the "**Contents**") that may be their own or third parties', the User undertakes to make appropriate use of them, without infringing any rights of third parties.

The User is informed that in the event that he/she fails to comply with the contents of this Legal Notice, the Privacy Policy, the General Conditions of Contract, the Certification Practices Statement, the Qualified Delivery Service Practices and Policies Statement or any other particular terms or conditions contained in the Portal, Evicertia reserves the right to limit, suspend or terminate his/her access to the Website, adopting any technical measures necessary for that purpose. Likewise, Evicertia reserves the possibility of exercising such measures in the event that it reasonably suspects that the User is violating any of the terms and conditions contained in the aforementioned instruments.

Finally, we inform the User that Evicertia reserves the right, at any time, to decide on the continuity of the services of the information society provided through the Portal.

2.4 User registration

In order to access certain services and functionalities of the Web Site, the Users must register through the Web Site Management, through the links or actions "Register" or "Register here".

Once the User has filled in the form with the required data, he/she will become an IDENTIFIED USER and will be granted a password, which together with the e-mail address used in the registration, will allow him/her to access his/her personal area within the Website (hereinafter, the "Profile").

Users must first register as IDENTIFIED USERS by accepting these Terms of Use of the Portal, prior to contracting the Services. In the registration process, the e-mail address provided by the user must be associated with his or her person (natural). Temporary disposable or anonymised e-mail addresses will not be accepted. The use of e-mail addresses such as those mentioned above shall entitle Evicertia to limit, suspend or terminate the user's access to the website, both at the time of registration and at any time thereafter.

2.5 Platform access conditions

Access to and operation of the Application Services by IDENTIFIED USERS will be carried out through the Internet on the Website by the following methods:

- With an identifier and password.
- By accessing with a unique URL with a random and/or temporary unique identifier.

2.6 Inalterability of the data under custody

Evicertia keeps the data in order to protect the IDENTIFIED USER, but also to protect any third party (e.g. another party to a contract) or to comply with a court order.

The IDENTIFIED USER recognizes Evicertia as a trustworthy electronic service provider and therefore assumes that the data are kept for himself and for any authority or third party with legitimate right over the same data.

The data kept by Evicertia are completely unalterable and cannot be deleted within the contracted period of custody.

Therefore, regardless of the ownership of the data kept, the IDENTIFIED USER undertakes to renounce to any modification, exchange, insertion or deletion of data kept by Evicertia, even if the very existence of such data may damage the business, image, reputation or assets of the IDENTIFIED USER himself or of a third party, all this without prejudice to the cases in which the Law obliges to its deletion.

2.7 Electronic signature and authentication

The IDENTIFIED USER accepts as valid mechanisms for authentication and signature, the mechanisms identified for this purpose on the Website, which include, by way of example, keys or passwords, secure electronic signature creation devices, electronic certificates, PIN codes sent to mobile terminals, clicks made on the Website from identifiable personal computers for exclusive use, coordinate cards, responses to challenges, access to random links sent to their e-mail addresses, dynamic biometric signatures and/or passwords.

The IDENTIFIED USER accepts that the use of these mechanisms on the Website, by himself or by the recipients of his communications, shall be considered as a contractual signature, with the same value as a handwritten signature.

Consequently, the sending of messages, orders, instructions, acknowledgements, acceptances, or rejections, through the Services provided through the Web Site will have the same legal effectiveness as the delivery of a written document, duly completed and signed by the IDENTIFIED USER.

2.8 Use and custody of the keys

The IDENTIFIED USER undertakes to act with the utmost diligence in keeping the keys and mechanisms used as means of authentication or signature, under his full and exclusive control and in the most absolute and strictest confidentiality. Evicertia shall not assume any liability whatsoever for any damages or consequences of any kind that may arise from the disclosure of the secret and, in particular, in relation to potential claims from third parties, due to the lack of diligence of the IDENTIFIED USER.

The IDENTIFIED USER may, at any time, change the password in an autonomous and secure manner.

The IDENTIFIED USER will be able to notify, at any time, by the method that suits him/her, Evicertia of the fraudulent or unauthorized use of any of the aforementioned mechanisms.

If any law obliges to change the password with certain periodicity, Evicertia shall have the necessary mechanisms to implement such obligation and the IDENTIFIED USER shall be obliged to change the passwords when required to do so by Evicertia.

2.9 Affidavits

The IDENTIFIED USER acknowledges that the affidavits, which contain the evidences generated by Evicertia, related to the transmission, the reception, the expert data and the declarations of will of the addressees (IP addresses, "User Agent", ...), as well as summaries (fingerprints or hash) of the contents, signals, acknowledgements, reports and technical messages of the telecommunication operators and messaging services, collected as a result of the communication, are property of Evicertia.

Evicertia shall maintain the strictest confidentiality according to the terms agreed in the General Conditions of Contract, in the present Conditions of Use and in the Privacy Policy available to the Users on the Website.

2.10 Proper use of the application services

The IDENTIFIED USER shall use the Services in accordance with the applicable operating instructions as notified to him from time to time by Evicertia.

The IDENTIFIED USER undertakes to use the Services in good faith, in accordance with the law, morality and generally accepted good customs and public order.

The IDENTIFIED USER acknowledges that the use of the Website is made under his sole responsibility and that only a particular or professional use is authorized for the management of his own company, but not for commercial exploitation or resale to third parties.

2.11 Suspension of the application services

Evicertia may suspend or block access to a Service or all Services, in whole or in part, (each such circumstance being referred to as a "Suspension of Service") without notice or liability, for any of the following reasons:

- a) if such action is necessary to respond to or comply with any law, regulation, legislation, court order, or any other request or order issued by a government, the police or any other competent authority requiring immediate action;
- b) if such action is necessary to perform any planned maintenance, or any urgent maintenance or any repairs to equipment, facilities, networks or systems, including but not limited to any action necessary to prevent interference with, damage to or degradation of the Platform;
- c) if the IDENTIFIED USER uses the Application Services in contravention of the terms of this Contract;
- d) to eliminate a dangerous circumstance;

2.12 Removal of users

IDENTIFIED USER may, at any time, request the removal of their Profile from the Evicertia Web Site. Such deletion may be temporary or definitive.

2.13 Intellectual and industrial property

The intellectual property rights on the layout of the contents (the "**Contents**") of the Site (sui generis right on the database), its graphic design (look & feel), the underlying computer programs (including the source codes), as well as the different elements that make up the Site (texts, graphics, photographs, videos, sound recordings, etc.) belong to Evicertia or its licensors. With regard to the distinctive signs included in the Site (trademarks and trade names) they are property of Evicertia or its licensors.

Evicertia grants the IDENTIFIED USER a non-exclusive, individual, and non-transferable license of use, revocable and limited in time to the duration of the contracted Services, to use the Application Services in accordance with what is established in the present Conditions of Use, the General Conditions of Contract and the Particular Conditions of the Services. In the same way, the license granted for the IDENTIFIED USER Viewer will not involve any type of cost.

The designs, logos, text and/or graphics not belonging to Evicertia and that may appear on the Website, belong to their respective owners, being themselves responsible for any possible controversy that may arise with respect to the same. In any case, Evicertia has the express and previous authorization from them for their use within the framework of the execution of the Application Services, as long as it is necessary.

In order to make any kind of observation regarding possible breaches of the intellectual or industrial property rights, as well as regarding any of the Contents of the Website, you may do so by means of a written and reliable communication to the Support Management.

The IDENTIFIED USER acknowledges and is obliged to respect the rights that the current legislation on intellectual and industrial property (and the limitations contained in such legislation or that which at any time and place is applicable) grant to Evicertia on the Website and the Application Services, as well as any of the transformations or modifications that it may undergo now and in the future for a period of time and with unlimited geographical scope and applicable to any mode of exploitation.

2.14 Linking policy ("links")

The establishment of links to the Website is prohibited unless previously authorized by Evicertia.

2.15 Reporting of illicit or inappropriate content

As stated in the Conditions of Use of this Legal Notice, in order to participate in the Services and functionalities of the Portal it is necessary to register as an IDENTIFIED USER.

In the event that the User observes that information or contents of an illicit or harmful nature, contrary to morals, uses and customs and/or inappropriate or not pertinent to the principles, aims, purposes and activities of Evicertia have been included in the Portal, he/she may report this circumstance through the Support Department.

However, such communication shall in no case necessarily entail the obligation of Evicertia to remove the corresponding content or information, nor does it necessarily imply the effective knowledge of Evicertia of the unlawfulness of the contents of the Linked Site, for the purposes of the provisions of the regulations in force.

2.16 Evicertia's liability

Evicertia offers the IDENTIFIED USER the possibility to include in the Website information and contents. Evicertia is not and shall not be responsible for the information included by the IDENTIFIED USER through the Services and functionalities of the Website.

2.17 Data protection

As indicated in section 2.1 of this Legal Notice, the aspects relating to the processing of personal data of Users on the occasion of the use of the Portal are regulated in the Privacy Policy, as well as in the legal texts attached to the various data collection forms included in the Portal.

For more information on data protection, please refer to **ANNEX I: Information on the Processing of Personal Data** of this document or to Evicertia's Privacy Policy (<https://www.evicertia.com/en/privacy-policy>).

2.18 Miscellaneous

Evicertia may at any time, and without prior notice, vary, modify, suspend, or cancel, either temporarily or permanently, the content or access to any of the Services and/or Contents offered through the Portal. This power does not entitle Users to any compensation for damages.

In accordance with article 3 of the LSSI, the laws applicable to the information society services provided by Evicertia through the Portal shall be those of the Kingdom of Spain.

In the event that any of the provisions contained in this Legal Notice should be declared null and void, the same shall be withdrawn or replaced. In any case, such declaration of nullity shall not affect the validity of the remaining provisions contained in this Legal Notice.

The User and Evicertia submit, at their option, for the resolution of conflicts and renouncing to any other jurisdiction, to the courts and tribunals of the User's domicile.

3 Other provisions

3.1 Validity and full agreement

In the event that any of the provisions contained in these Terms of Use and Conditions is declared null and void, it shall be withdrawn or replaced. In any case, such declaration of nullity shall not affect the validity of the remaining provisions contained in the Terms of Use and Conditions.

3.2 Assignment and subcontracting

Evicertia may fulfill the obligations derived from the present General Conditions or from the Particular Conditions applicable to the contracted Application Services, by itself or by another company to which it may totally or partially subcontract equipment, works or services necessary for the proper execution and development of the same.

3.3 Use of electronic means

The electronic evidences certified by the Application Services of the Web Site are accepted as valid and effective means of proof to settle the questions or differences that may arise between the IDENTIFIED USER and Evicertia, judicially or extra-judicially.

The electronic notifications and contracts, certified or electronically signed through the Website Application Services by using e-mail and/or cell phone, shall have the same legal force as if they had been written and signed by hand and on paper.

The e-mail addresses or telephone numbers used in the registration as well as those published on the respective websites are indicated for these purposes.

3.4 Languages, applicable law and competent jurisdiction

The IDENTIFIED USER and Evicertia submit themselves, at their choice, to the courts and tribunals of the domicile of the IDENTIFIED USER for the resolution of the conflicts and renouncing to any other jurisdiction.

4 Annex I: Information on personal data processing

4.1 Contact information of the controller

Define the contact data below if they are different from the contact listed as Site Administrator at <https://app.evicertia.com>:

- Email address to contact in case of incidences; The Email of the Site Administrator user in app.evicertia.com (the Platform).
- Email contact rights of the data subject: The email of the user Site Administrator.
- Data Protection Officer: The Site Administrator user.
- Evicertia Privacy Policy (<https://www.evicertia.com/es/politica-de-privacidad/>).

4.2 Contact information of the processor

- Contact for incidences: <https://support.evicertia.com> o support@evicertia.com.
- Contact rights of the data subject: <https://support.evicertia.com> o support@evicertia.com.
- Data Protection Officer: Evicertia, S.L.U. (support@evicertia.com | +34 91 423 70 80).

4.3 URL for access to the list of the Sub-Processors

- <https://www.evicertia.com/en/gdpr/>.

4.4 Nature and purposes of the processing

The purpose of the data processing is the provision of the Application Services, and the related support, billing, and administrative management services.

The nature of the treatment is listed below, for the different types of Services offered by Evicertia, without this enumeration implying that all the types of Services are included in the Application:

Purpose / Type of service	Nature of the processing
Data provided for registration in the Evicertia app	Management of the user's registration, as well as the services made available to the user in the application.

4.5 Duration of processing

The duration of the treatment is determined by the CLIENT, either by the establishment in the Contract of a period of custody of the data, of a determined duration of the Services or by the periodical renewal of the Services requested by the CLIENT.

4.6 Categories of data subjects

The personal data processed may identify the following categories of natural persons:

- End users.

4.7 Categories of personal data

The categories of data processed may be the following depending on the different Services:

Purpose / Kind of service	Categories of the data
Data provided for registration in the Evicertia app	Identification data Contact details IP address Employment detail data Data relating to the provision of services