

APPROVE

Chief Executive Officer of the
State Enterprise "DIIA"

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(signed with a qualified electronic signature)

GENERAL TERMS AND CONDITIONS

**for the provision of qualified electronic trust services to users of
Qualified Trust Services Provider "Diia"**

Kyiv 2025



Contents

1. Information about the version of the document	3
2. Definition and abbreviation of terms.....	3
3. General provisions	5
4. Services and the procedure for their provision and use	6
5. Rights and obligations of the Parties	15
6. Cost of Services and payment procedure	18
7. Privacy and use of data	19
8. Terms of validity of the Contract on the provision of Services and terms of its termination	19
9. Liability of the Parties	20
10. Warranties and maintenance	21
11. Grounds for releasing the Parties from liability	21
12. Dispute resolution procedure	22
13. Supplements	22
14. Information about QTSP "Diia"	23

1. Information about the version of the document

Date	Version	Changes
	Version 1.0	Approval of the General Terms and Conditions

2. Definition and abbreviation of terms

Agreement	Agreement consists of these General Terms and Conditions, the Contract on the provision of Services, the Application for joining, the Tariff Plans and their amendments.
Application for joining	Application for joining the terms of the Contract on the provision of Services in accordance with Article 634 of the Civil Code of Ukraine. The Application for joining is an integral part of the Agreement.
Contract on the provision of Services	Contract on the provision of qualified electronic trust services concluded with QTSP "Diia" (SE "DIIA") and the User (authorized representative of the User) in accordance with Article 634 of the Civil Code of Ukraine by joining the User (authorized representative of the User) to all the terms of the Contract according to the Application for joining. The Contract on the provision of Services is an integral part of the Agreement.
General Terms and Conditions	A document defining the general principles and conditions for the provision of Services by QTSP "Diia" (this document). General Terms and Conditions are an integral part of the Agreement.
ICS	Information and Communication System of QTSP "Diia".
Parties	QTSP "Diia" and the User (authorized representative of the User).

General Terms and Conditions for the provision of qualified electronic trust services to users of Qualified Trust Services Provider "Diia"



Version 1.0

Portal Diia	Unified State Web Portal of Electronic Services.
Qualified certificate	Qualified certificate of an electronic signature or seal, which connects the public key of the electronic signature or seal with the User and confirms at least the last name, first name, patronymic (if available) of a natural person or name of a legal person.
Qualified electronic signature "Diia.Signature"	Remote qualified electronic signature "Diia.Signature" ("Diia ID"), created using the mobile application of the Portal Diia (Diia).
QTSP "Diia"	Qualified Trust Service Provider "Diia" (State Enterprise "DIIA").
Relying parties	Natural and legal persons, as well as their information and communication systems that use qualified certificates of users for the purpose of their authentication or for the purposes of verification and validation of an electronic signature or seal.
RNTPIDC	Registration number of a taxpayer ID card according to the State Register of natural person Taxpayers.
Services	Qualified electronic trust services and related technical support and maintenance services provided by QTSP "Diia".
SRACSC	State Register of Acts of Civil Status of Citizens.
SRNPT	State Register of Natural Persons - Taxpayers.
Tariff plans	Tariff plans for the provision of qualified electronic trust services of QTSP "Diia", published on the website of QTSP "Diia" at the link: https://ca.diia.gov.ua . Tariff plans are an integral part of the Agreement.
UIS of the MIA	Unified Information System of the Ministry of Internal Affairs of Ukraine.



URRN	Unique register record number in the Unified State Demographic Register.
USDR	Unified State Demographic Register.
User	Natural or legal person that receives Services at QTSP "Diia" and is specified in the Application for joining.
USR	Unified State Register of Legal Entities and Private Entrepreneurs.
USREOU	Unified State Register of Enterprises and Organizations of Ukraine.
Working hours of QTSP "Diia"	From Monday to Thursday from 9:00 to 18:00, on Friday from 9:00 to 16:45 in the time zone of Ukraine (except weekends and holidays). Lunch break from 13:00 to 13:45.

In these General Terms and Conditions, the terms are used in the meanings given in the Civil Code of Ukraine, the Laws of Ukraine "On the Protection of Information in Information and Communication Systems", "On the Protection of Personal Data", "On the Unified State Demographic Register and Documents Confirming Ukrainian Citizenship, certifying a person or his special status", "On electronic communications", "On electronic identification and electronic trust services", Resolution of the Cabinet of Ministers of Ukraine dated June 28, 2024 No. 764 of 2024 "Some issues of compliance with requirements in the fields of electronic identification and electronic trust services", other normative legal acts in the fields of electronic trust services, cryptographic and technical protection of information, electronic communications.

3. General provisions

3.1. QTSP "Diia" provides Services to the User from the moment of concluding the Contract on the provision of Services by joining the User (authorized representative of the User) to all the terms of the Contract on the provision of Services according to the Application for joining.

3.2. The Application for joining is signed by the User (authorized representative of the User) in the form of a document on paper by affixing a handwritten signature or in electronic form by affixing a qualified electronic signature.

The Application for joining the Contract for the provision of qualified electronic trust services related to the use of a remote qualified electronic signature "Diia.Signature" ("Diia.ID") is signed by the User exclusively in electronic form using the tools of the of the mobile application of the Diia Portal (Diia).

3.3. By joining the terms of the Contract on the provision of Services, the User (authorized representative of the User) agrees to the terms of the Contract on the provision of Services, as well as these General Terms and Conditions.

In case of inconsistencies between these General Terms and Conditions and the Contract on the provision of Services, the Contract on the provision of Services shall prevail.

3.4. Services are provided by QTSP "Diia" in the person of the State Enterprise "DIIA", which includes the main office and separate registration points of QTSP "Diia".

3.5. Contracts for the provision of Services are concluded on behalf of the State Enterprise "DIIA" or on behalf of the separate registration point of QTSP "Diia".

4. Services and the procedure for their provision and use

4.1. QTSP "Diia" provides the following services to Users:

- qualified electronic trust service for creation, verification, and validation of a qualified electronic signature or seal, including the qualified electronic signature "Diia.Signature";
- qualified electronic trust service of generation, verification, and validation of the validity of a qualified certificate, including the qualified certificate of electronic signature "Diia.Signature";
- qualified electronic trust service of creation, verification, and validation of a qualified electronic time stamp;
- other services that do not contradict the requirements of the law.

4.2. The qualified electronic trust service for creation, verification, and validation of a qualified electronic signature or seal provided by QTSP "Diia" includes:

- providing the User with qualified electronic signature or seal creation devices for generating key pair and/or creating qualified electronic signatures or seals, and/or storing a private key;

- giving the User the right to use the qualified electronic signature or seal creation devices, located in the QTSP "Diia", which generates and/or manages a key pair on behalf of the User;
- technical support and maintenance of the provided qualified electronic signature or seal creation devices.

4.3. In the process of confirming a qualified electronic signature or seal, the validity of such a signature or seal is confirmed, provided:

- 1) use to create a qualified electronic signature or seal of a qualified certificate, which must necessarily contain the information specified in clause 4.14 of these General Terms and Conditions;
- 2) issuance of a qualified certificate by QTSP "Diia" and its validity at the time of creation of a qualified electronic signature or seal;
- 3) compliance of the value of the public key with its value contained in the qualified certificate;
- 4) correct entry of a unique set of data identifying the User into the qualified certificate;
- 5) confirmation that the private key, which was used to create a qualified electronic signature or seal, is stored in the qualified electronic signature or seal creation device;
- 6) absence of violation of the integrity of electronic data, which is associated with this qualified electronic signature or seal;
- 7) compliance with the following requirements by such qualified electronic signature or seal at the time of their creation:
 - be uniquely related to the User;
 - provide an opportunity to identify the User;
 - to be created using a private key, which the User can use with a high level of reliability under his own sole control;
 - to be associated with electronic data on which a qualified electronic signature or seal has been applied, in such a way that any subsequent change of such data could be detected.

4.4. During the provision of a qualified electronic trust service for creation, verification, and validation of a qualified electronic signature or seal is used to verify the status of the qualified electronic trust service provided by QTSP "Diia".

4.5. ICSs used to verify a qualified electronic signature or seal must provide the User with the correct result of the verification process and enable him to detect any security-related problems.

4.6. Qualified electronic signature or seal creation devices with the help of appropriate technical and procedural means should ensure:

- 1) a reliable level of confidentiality of private key during their generation, storage and creation of a qualified electronic signature or seal;
- 2) the appropriate level of uniqueness of the key pair they generate;
- 3) a reliable level of impossibility of calculating the private key value based on open information and reliable protection of a qualified electronic signature or seal against forgery by using currently available technologies;
- 4) the possibility of reliable protection of the private key by the User against use by other persons.

4.7. Qualified electronic signature or seal creation devices must not change the electronic data to which such a signature or seal is associated, or prevent the User's (authorized representative of the User) access to such electronic data before imposing a qualified electronic signature or seal on them.

4.8. Generation and/or management of the key pair on behalf of the User can be carried out exclusively by QTSP "Diia".

QTSP "Diia", during the management of the key pair on behalf of the User, may back up the User's private key for the purpose of its storage, subject to compliance with the requirement regarding the possibility of reliable protection by the User of the private key from being used by others persons, as well as the following requirements:

- 1) the security level of the backup copy of the private key must correspond to the security level of the original private key;
- 2) the number of backup copies should not exceed the minimum value necessary to ensure the continuity of the service.

4.9. The conformity of qualified electronic signature or seal creation devices is confirmed by conformity documents issued as a result of the certification of such devices in accordance with the Law of Ukraine "On Technical Regulations and Conformity Assessment".

4.10. The generation of the User key pair is carried out by QTSP "Diia" on the following types of key information media:

USB-Flash;

qualified electronic signature or seal creation devices, which have built-in hardware and software tools that ensure the protection of the data recorded on them from unauthorized access,

from direct familiarization with the value of the parameters of private keys and their copying (hereinafter - protected private key media).

4.11. QTSP "Diia" provides Users (authorized representatives of the Users) with protected private key media under separate purchase-sale contracts.

4.12. The private key of the qualified electronic signature "Diia.Signature" consists of two parts that are stored:

- in the User's smartphone;
- in the qualified electronic signature creation device, which is a hardware and software device located in a separate, specially designated for this purpose QTSP "Diia" premises.

4.13. Qualified electronic trust service of generation, verification, and validation of the validity of a qualified certificate provided by QTSP "Diia" includes:

- creation of conditions for the generation of the key pair personally by the User (authorized representative of the User) using a qualified electronic signature or seal;
- generation of qualified certificates that meet the requirements specified in clause 4.14 of these General Terms and Conditions and issuing them to the User;
- revocation, suspension and renewal of qualified certificates in the cases specified in clauses 4.17, 4.20 and 4.23 of these General Terms and Conditions;
- checking and confirming the validity of qualified certificates by providing third parties with information about their status and compliance with the requirements of the Law of Ukraine "On Electronic Identification and Electronic Trust Services";
- provision of access to the generated qualified certificates by placing them on the website of the QTSP "Diia", subject to the User's consent to the publication of the qualified certificate.

4.14. Qualified certificates issued by QTSP "Diia" must contain:

- 1) a mark (in a form suitable for automated processing) that the certificate was issued as a qualified certificate;
- 2) a mark that the qualified certificate was issued in Ukraine;
- 3) identification data that uniquely identify the QTSP "Diia" that issued the qualified certificate, including necessarily the name and code according to the USREOU;
- 4) identification data that uniquely identify the User, including necessarily:
 - for the User - signatory: surname, first name, patronymic (if available) and URRN or RNTPIDC, or series (if available) and passport number of a citizen of Ukraine (for individuals who,

due to their religious beliefs, refuse to accept RNTPIDC and have officially notified the relevant tax authority and have a mark or information in the passport of a citizen of Ukraine about the right to make any payments by series and/or passport number), or the passport document number of a foreigner or stateless person;

- for the User - the creator of the electronic seal: title or surname, first name, patronymic (if available) of the creator of the electronic seal and the code according to the USREOU (code/number from the trade, bank or court register maintained by the country of residence of the foreign legal entity, code/number from the registration certificate of the local authority of a foreign state on the registration of a legal entity), except for international organizations, the information about which is not entered in the USR or trade, banking or judicial register maintained by a foreign state, according to the location of the headquarters of the international organization, or URRN, or RNTPIDC, or series (if available) and passport number of a citizen of Ukraine (for individuals who, due to their religious beliefs, refuse to accept RNTPIDC and have officially notified the relevant tax authority about this and have a mark or information in the passport of a citizen of Ukraine about the right make any payments by passport series and/or number);

5) the value of the public key, which corresponds to the private key;

6) information on the beginning and end of the term of validity of the qualified certificate;

7) serial number of the qualified certificate, unique for QTSP "Diia";

8) qualified electronic signature or qualified electronic seal, created by QTSP "Diia";

9) information about the place of placement in free access of a qualified certificate, which is used to verify a qualified electronic signature or a qualified electronic seal, created by QTSP "Diia";

10) information on the place of provision of the service of checking the status of the corresponding qualified certificate;

11) indication that the private key associated with the public key is stored in the qualified electronic signature or seal creation devices - in a form suitable for automated processing.

4.15. Qualified certificates are generated by QTSP "Diia" with a validity period of 1 or 2 years.

Qualified certificates of electronic signature "Diia.Signature" are generated by QTSP "Diia" with a validity period of 1 year.

After the expiration date and time of the qualified certificate, such qualified certificate is considered invalid, and the qualified electronic signature or seal imposed using the corresponding private key is invalid.

4.16. QTSP "Diia" provides round-the-clock access of Users (authorized representatives of the Users) to their qualified certificates and information about their status.

The access of other persons to the qualified certificates of Users is provided on the condition that such Users give their consent to the publication of their qualified certificates.

You can obtain information about the User's qualified certificate by searching for it on the QTSP "Diia" website in the "Certificate Search" section, filling in the information about the registration number of the taxpayer's registration card (if not available, series (if available) and passport number) in the appropriate tabs) or the serial number of the qualified certificate.

Maintenance of each qualified certificate is carried out by QTSP "Diia" during the validity period of such qualified certificate in accordance with the Certificate Policy of QTSP "Diia" and the relevant Provisions of certification practices of QTSP "Diia".

4.17. QTSP "Diia" revokes the qualified certificate of the User within two hours in case of:

1) submission in any way that ensures confirmation of the User's identity by the User of an application to revoke the qualified certificate issued to the User;

2) submission of an application for revocation of the qualified certificate of the User - an employee of a legal entity or a natural person - an entrepreneur signed by an authorized person of the relevant legal entity or natural person - an entrepreneur;

3) receipt of information confirming:

- death of the User;

- state registration of termination or termination of the User's business activity (legal entity or natural person – entrepreneur);

- change of the User's identification data contained in the qualified certificate;

- provision by the User of unreliable identification data during the generation of Users qualified certificate;

- the fact of compromise of the User's private key, discovered by the User himself or by the controlling body during the implementation of state control measures for compliance with the requirements of legislation in the field of electronic trust services;

- entry into force of a court decision to revoke the User's qualified certificate, declare the User dead, declare the User missing, declare the User incapacitated, limit the User's civil capacity, declare the User bankrupt.

4.18. The User's qualified certificate becomes invalid from the moment the status of the qualified certificate is changed to "revoked" by QTSP "Diia".

4.19. A revoked qualified certificate cannot be renewed.

4.20. QTSP "Diia" suspends the User's qualified certificate no later than within two hours, in the case of:

1) submission in any way that ensures confirmation of the User's identity by the User of an application to suspend the qualified certificate issued to the User;

2) submitting an application to suspend the qualified certificate of the User - an employee of a legal entity or a natural person - an entrepreneur signed by an authorized person of the corresponding legal entity or natural person - an entrepreneur;

3) notification by the User or a supervisory authority of suspicion of compromise of the User's private key;

4) entry into force of the court decision to suspend the User's qualified certificate;

5) violation by the User of essential terms of the Agreement on the provision of Services.

4.21. A qualified certificate is considered suspended from the moment QTSP "Diia" changes the status of a qualified certificate to "suspended".

4.22. A qualified certificate whose status has been changed to "suspended" is invalid and unused during the suspension period.

4.23. QTSP "Diia" renews the suspended qualified certificate no later than within two hours, in the case of:

1) submission in any way that ensures confirmation of the User's identity by the User of an application to renew his suspended qualified certificate (if the suspension was carried out on the basis of an application to suspend a qualified certificate);

2) submission of an application for renewal of the qualified certificate of an employee of a legal entity or an individual entrepreneur under the signature of an authorized person of the relevant legal entity or individual entrepreneur;

3) notification of the establishment of unreliability of information regarding the fact of private key compromise by the User or the controlling body that previously reported such suspicion;

4) notification of the adoption of a court decision on the renewal of a qualified certificate, which has entered into legal force, is received by QTSP "Diia".

4.24. A qualified certificate that has been suspended resumes its validity from the moment it is renewed.

4.25. A qualified certificate is considered renewed from the moment of the change of the status of the qualified certificate to "renewed" by QTSP "Diia".

4.26. QTSP "Diia" must provide access to information about the date and time of the change in the status of the qualified certificate.

4.27. Applications for revocation, suspension and renewal of qualified certificates are accepted 24 hours a day by QTSP "Diia".

4.28. The use of the qualified certificate and private key by the User (authorized representative of the User) should be based on the following principles and rules:

- ensuring confidentiality and impossibility of access of other persons to the private key;
- urgent notification of QTSP "Diia" about the suspicion or fact of private key compromise;
- use of the private key in accordance with the purpose of the public key ("keyUsage") and restrictions on its use specified in the corresponding qualified certificate;
- non-use of the private key in case of its compromise, as well as in case of revocation or suspension of the corresponding qualified certificate;
- personal responsibility for protecting the password from the private key.

4.29. Qualified electronic trust service of creation, verification, and validation of a qualified electronic time stamp provided by QTSP "Diia" includes:

- creation of a qualified electronic time stamp;
- transmission of a qualified electronic time stamp to the User.

4.30. A qualified electronic timestamp must meet the following requirements:

associate the date and time with the electronic data in such a way that reasonably excludes the possibility of changing the electronic data, which cannot be detected;

be based on an accurate time source synchronized with Coordinated Universal Time (UTC) to the nearest second;

an improved electronic signature or an improved electronic seal of QTSP "Diia" created for it is added to a qualified electronic time stamp or another method equivalent to adding an improved electronic signature or an improved electronic seal to a qualified electronic time stamp can be used, provided that it provides an equivalent level of security to a qualified electronic time stamp and meets the requirements of the Law of Ukraine "On electronic identification and electronic trust services".

4.31. In accordance with the requirements of the Law of Ukraine "On Electronic Identification and Electronic Trust Services" and other legal acts in the field of electronic trust services, the Certificate Policy of QTSP "Diia" and the relevant Certification Practice Statements of QTSP "Diia" define, in particular, procedures related to:

- identification and authentication of the User (authorized representative of the User) when applying for registration;
- identification and authentication of the User (authorized representative of the User) when applying for a change of certificate status;
- identification and authentication of the User (authorized representative of the User) during confirmation of his possession of the private key corresponding to which the public key is provided for the generation of a qualified certificate;
- generation of a key pair of the User (authorized representative of the User);
- submission and processing of the User (authorized representative of the User) request for the generation of a qualified certificate, in the event that the key pair was generated by the User (authorized representative of the User) outside the premises of QTSP "Diia" and/or in the absence of relevant personnel;
- generation of a qualified User certificate;
- the provision by QTSP "Diia" of the generated qualified certificate to the User (authorized representative of the User) and the recognition of such qualified certificate by the User (authorized representative of the User);
- publication of the qualified certificate generated by QTSP "Diia";
- using a qualified certificate, as well as the corresponding private key by the User (authorized representative of the User);
- using a qualified certificate, as well as the corresponding public key by the Relying Parties;
- revocation of the qualified certificate of the User;
- suspension of the qualified certificate of the User;
- renewal of the qualified certificate of the User.

4.32. The application forms specified in clause 4.31 of these General Terms and Conditions, as well as the list of documents necessary for the identification and authentication of the User (authorized representative of the User), as well as explanations regarding their registration, are published on the website of QTSP "Diia" at the link: <https://ca.diia.gov.ua/>.

4.33. Copies of documents provided by the User (authorized representative of the User) for identification and authentication are certified in accordance with the requirements of the law.

4.34. Applications with erasures, writings, crossed out words, other careless corrections or writings in pencil, or damage that renders the text unreadable, will not be considered.

4.35. Officials of QTSP "Diia" provide Users (authorized representatives of the Users) with consultations on issues of obtaining Services in person or by means of electronic communications (telephone, fax, e-mail, etc.) in accordance with the working hours of QTSP "Diia".

4.36. To verify and use the private key, the User must have:

a personal computer with an installed Microsoft Windows XP/2003 Server/Vista/2008 Server/2012 Server/2016 Server/7/8/8.1/10/11 or Apple macOS 10.0.4 or later operating system;

installed software "IIT User CSK-1" version 1.3.1.51 or a newer version or a web browser such as Google Chrome, Mozilla Firefox, Opera.

Detailed information for the user is available on the website of QTSP "Diia" (<https://ca.diia.gov.ua>) in the "Questions and Answers" section.

5. Rights and obligations of the Parties

5.1. QTSP "Diia" has the right:

- provide Services in compliance with the requirements of legislation in the field of Services;
- receive payment for the Services;
- collect and store User data for the purpose of providing Services, confirming User data, and providing data upon request in accordance with the law;
- receive documents and/or electronic data necessary for the identification of the person whose identification data will be contained in the qualified certificate;
- during the generation and issuance of qualified certificates, check information about the persons to whom such certificates are issued, using the information resources of the UIS of the MIA (information contained in the USDR and information on stolen (lost) documents at the request of citizens), SRNPT, SRACSC, USR, as well as information from other public electronic registers in accordance with the Law of Ukraine "On Public Electronic Registers", received in the process of electronic interaction using an integrated system of electronic identification (<https://id.gov.ua/>);
- to receive consultations from the Central Certification Authority, Supervisory Body on issues related to the provision of Services;
- apply to the Conformity Assessment Body to receive compliance documents;
- apply to the Central Certification Authority with applications for the generation of qualified certificates, their revocation, suspending or renewal;
- independently choose within the framework of each service which standards they will use to provide qualified Services, from the list of standards determined by the Cabinet of Ministers of Ukraine.

5.2. QTSP "Diia" is obliged to ensure:

- protection of personal data of Users in accordance with the requirements of the Law of Ukraine "On Protection of Personal Data";
- the functioning of ICS and the software and technical complex used to provide Services, and the protection of information processed in them, in accordance with the requirements of legislation in the field of electronic trust services;
- creation and operation of website of QTSP "Diia";
- implementation, maintenance and publication on the website of QTSP "Diia" information from the registry of valid, suspended and revoked public key certificates;
- the possibility of round-the-clock access to the register of valid, suspended and revoked public key certificates and to information about the status of qualified certificates through public communication networks;
- round-the-clock reception and verification of Users' applications in electronic form for revocation, suspending and renewal of their qualified certificates;
- receiving and checking applications in paper form of Users for revocation, suspending and renewal of their qualified certificates within one working day after receipt of the application and in accordance with the working hours of QTSP "Diia";
- revocation, suspending and renewal of qualified certificates in accordance with the requirements of the Law of Ukraine "On electronic identification and electronic trust services";
- establishment during the generation of a qualified certificate of ownership of the public key and the corresponding private key to the User;
- entering the data provided by the User into the corresponding User qualified certificate;
- implementation of organizational and technical measures to manage risks related to the security of Services;
- informing the Supervisory Body and, if necessary, the body for personal data protection about violations of confidentiality and/or integrity of information affecting the provision of Services or relating to personal data of Users, without unreasonable delay, no later than within 24 hours from the moment when they became aware of such violation;
- informing Users about violations of confidentiality and/or integrity of information affecting the provision of Services to them or concerning their personal data, without unreasonable delay, but no later than two hours from the moment when such a violation became known;
- ensuring the issuance of qualified certificates to Users in accordance with the standards specified in the Certificate Policy of QTSP "Diia" and the relevant Certification Practice Statements of QTSP "Diia";
- making it impossible to use the User's private key, if it became known about the compromise of such a private key and if the User's private key is stored in the QTSP "Diia" within the scope of providing the service of creation, verification, and validation of an electronic signature or electronic seal;
- permanent storage of all issued qualified certificates;
- permanent storage of documents and electronic data received in connection with the provision of Services;

- depositing funds into a current account with a special mode of use in a bank (an account in a body that provides treasury service of budget funds) to ensure compensation for damage that may be caused to Users or third parties as a result of improper performance of QTSP "Diia" of its obligations, or insurance civil liability to ensure compensation for such damage in the amount determined by the Law of Ukraine "On Electronic Identification and Electronic Trust Services";
- restoration of the amount of the contribution on the current account with a special mode of use at the bank (on the account in the body that provides treasury service of budget funds) or the amount of the insurance amount, determined by the Law of Ukraine "On electronic identification and electronic trust services", within three months in case of a change in the amount minimum wage or in case of compensation for damages caused to Users or third parties as a result of improper performance of their obligations;
- use during the provision of Services exclusively qualified certificates, generated by the Central Certification Authority;
- employment of employees and, if necessary, execution of work by subcontracting organizations that have the necessary knowledge, experience and qualifications for the provision of Services, and the application of administrative and management procedures that meet national or international standards;
- clear and comprehensive notification to any person who applied for the Services about the terms of use of such service, including any restrictions on its use, before concluding a contract on the provision of Services;
- informing the Supervisory Body and the Central Certification Authority about the intention to stop its activity and about changes in the provision of Services within 48 hours from the moment of such changes;
- transfer of documented information to the Central Certification Authority or another provider in the event of termination of the activity of providing Services;
- joining the software interface of the ICS of the Central Certification Authority for the purpose of ensuring interoperability, researching the current state, prospects for the development of the field of electronic trust services, and fulfilling other powers.

5.3. Users have the right to:

- receiving Services;
- free choice of provider;
- appeal in court proceedings against actions or inactions of provider and bodies carrying out state regulation in the field of electronic trust services;
- compensation for damage caused to them and protection of their rights and legitimate interests;
- application for revocation, suspending and renewal of their qualified certificate.

5.4. Users are obliged to:

- ensure confidentiality and the impossibility of access of other persons to the private key;

- immediately notify the provider of the suspicion or fact of private key compromise;
- provide reliable information necessary for receiving Services;
- make payment for Services in a timely manner, if such payment is stipulated by the contract on the provision of Services concluded with the provider;
- timely provide the provider with information on the change of identification data contained in the qualified certificate;
- not to use the private key in case of its compromise, as well as in case of revocation or suspending of the qualified certificate.

6. Cost of Services and payment procedure

6.1. Services are provided by QTSP "Diia" in accordance with Tariff Plans.

Services within the Diia.Signature project are provided free of charge.

6.2. Payment for Services is made on the terms of 100% prepayment of funds in the amount, in accordance with the Tariff Plans, or on other terms, in case of provision of Services with the participation of separate registration points of QTSP "Diia".

6.3. Payment is made through a non-cash transfer of funds by the User to the current account of the State Enterprise "DIIA" or a separate registration point of QTSP "Diia" by making payment using the online payment service, access to which is provided through the website of QTSP "Diia" or through the website of the separate registration point of QTSP "Diia" in case of involvement in the provision of Services of the separate registration point of QTSP "Diia". Payment for Services can also be received in a different manner, provided for by the provisions of separate contracts concluded by QTSP "Diia" (State Enterprise "DIIA") with separate registration points of QTSP "Diia".

6.4. The date of due fulfillment of the monetary obligation is defined by the Parties as the date of receipt of funds to the current account of QTSP "Diia", except for the provisions of clause 6.3 of these General Provisions and conditions of individual cases.

6.5. The generation of a qualified certificate and the publication of information about it on the website of QTSP "Diia" is carried out after receiving confirmation of payment for the Services from the User in the amount, according to the selected tariff plan, except for the provisions of clause 6.3 of these General Provisions and the conditions of individual cases.

6.6. QTSP "Diia" reserves the right to suspend the User's qualified certificates in case of non-payment of funds to the current account of QTSP "Diia" within 5 (five) working days from the date of confirmation of payment for the Services by the User.

6.7. QTSP "Diia" notifies the User about a change in the cost of Services or payment conditions by posting the relevant information on the website of QTSP "Diia" at the link: <https://ca.diia.gov.ua>.

6.8. In the event of a change in the cost of Services during the term of the Contract on the provision of Services, or after its termination, recalculation of prepaid Services is not carried out.

6.9. In case of warranty replacement of the User's protected private key media purchased from QTSP "Diia", warranty replacement of the qualified certificate is also carried out within the validity period of the previous qualified certificate.

7. Privacy and use of data

7.1. QTSP "Diia" guarantees compliance with the requirements of the legislation on the protection of personal data and is responsible in accordance with the requirements of the current legislation.

7.2. In accordance with the Law of Ukraine "On the Protection of Personal Data", the User, by signing the Application for joining the Contract on the provision of Services, gives QTSP "Diia" consent to the processing of his personal data within the scope of the provision of Services.

7.3. QTSP "Diia" provides access to users' personal data only in cases stipulated by the Law of Ukraine "On Personal Data Protection".

8. Terms of validity of the Contract on the provision of Services and terms of its termination

8.1. The Contract on the provision of Services enters into force from the moment of signing the Application for joining the Contract on the provision of Services by the User (by authorized representative of the User) and is valid for the period of validity of the qualified certificate issued by QTSP "Diia".

8.2. Terms of termination of the Contract on the provision of Services:

- in case of revocation of the qualified certificate of the User in the cases specified by the legislation;
- by a court decision that has entered into force;
- due to non-fulfillment by the User or QTSP "Diia" of the obligations established by the Contract on the provision of Services;

- by mutual written consent of the Parties.

8.3. In case of termination of the Contract on the provision of Services, all valid qualified certificates of the User are revoked.

9. Liability of the Parties

9.1. The parties are responsible for breach of obligations established by:

- the Law of Ukraine "On electronic identification and electronic trust services" and other normative legal acts in the field of electronic trust services;
- the Certificate Policy of QTSP "Diia" and the relevant Certification Practice Statements of QTSP "Diia";
- these General Terms and Conditions;
- Contract on the provision of Services.

9.2. The user is responsible to third parties in accordance with the requirements of the law for the consequences of compromising the private key and inaction or delay in suspending or revoking the relevant qualified certificate.

9.3. The damage caused by QTSP "Diia" to the User is subject to compensation in accordance with the requirements of Article 36 of the Law of Ukraine "On electronic identification and electronic trust services".

9.4. QTSP "Diia" is not responsible for:

- the quality and reliability of electronic communication networks used by the User to communicate with QTSP "Diia";
- for the suitability of electronic communication networks used by the User to communicate with QTSP "Diia" for data transmission;
- for the delivery of correspondence by the postal service;
- for malfunctions of the User's computer equipment.

In the event that QTSP "Diia" duly informs users in advance about restrictions on the use of Services that it provides, provided that such restrictions are clear to users, it is not responsible for damage caused as a result of using Services in violation specified restrictions.

9.5. Persons guilty of violations of confidentiality and/or integrity of information affecting the provision of Services or relating to personal data of Users are liable in accordance with the Law of Ukraine "On Protection of Personal Data".

10. Warranties and maintenance

10.1. QTSP "Diia" is responsible for ensuring the technical conditions so that Users can use the Services 24 hours a day and 7 days a week, with the exception of the time for technical work, modernization and troubleshooting in the work of the ICS of QTSP "Diia".

QTSP "Diia" ensures that the availability of Services for Users at least 99.5% during the working hours of QTSP "Diia", and at least 97% in the remaining time.

QTSP "Diia" notifies Users in advance about the downtime of the QTSP "Diia" ICS for technical work, modernization or backup in the form of messages on the website of QTSP "Diia". Technical work, modernization or backups are planned in advance and are carried out mostly at night, during the lowest load of the ICS of QTSP "Diia".

10.2. The user agrees to accept all corrections, updates and maintenance necessary to ensure the correct functioning of the ICS of QTSP "Diia".

11. Grounds for releasing the Parties from liability

11.1. The Parties are released from liability for breach of obligations under the Contract on the provision of Services, if such breach is the result of force majeure or event and if the Party proves the existence of such circumstances.

11.2. In these General Terms and Conditions, force majeure means any extraordinary events of an external nature to the Parties that occur without the fault of the Parties, beyond their will or contrary to the will or wishes of the Parties and which cannot be predicted and cannot be foreseen, subject to taking the usual measures for this with all care and prudence to avert (avoid), including (but not limited to) natural phenomena (earthquakes, fires, storms, accumulations of snow or ice, floods, hurricanes, destruction due to lightning, etc.), disasters of biological, man-made and anthropogenic origin (explosions, fires, failure of machines and equipment, mass epidemics, epizootics, epiphytotics, etc.), circumstances of social life (war, threat of war, revolutions, mutinies, uprisings, hostilities, blockades, public disturbances, manifestations of terrorism, explosions,

11.3. An event in these General Terms and Conditions means any circumstances that are not considered force majeure in accordance with these General Terms and Conditions and which are not directly caused by the actions of the Parties and are not causally related to them, which arise through no fault of the Parties, beyond their will or contrary to the will or desire of the Parties and

which cannot be predicted (with all care and prudence) and cannot be prevented (avoided) provided that the usual measures are taken for this purpose.

12. Dispute resolution procedure

12.1. In the event of disputes or disagreements, the Parties undertake to resolve them through mutual negotiations and consultations.

12.2. In case of failure of the Parties to reach an agreement, disputes (disagreements) shall be resolved in court.

13. Supplements

13.1. QTSP "Diia" has the right to unilaterally make changes to the Contract on the provision of Services, notifying the User 3 (three) months in advance, but no more than twice a year. QTSP "Diia" informs Users about amendments to the Contract on the provision of Services by posting a new version of the Contract on the provision of Services on the website of QTSP "Diia".

13.2. QTSP "Diia" has the right to unilaterally make changes to the processes of providing Services, to the documentation on the provision of Services of the Service and to the parameters of the provision of Services defined in the Contract on the provision of Services, by notifying the User using the website of QTSP "Diia".

13.3. If the Subscriber does not agree with the changes made by QTSP "Diia" to the Contract on the provision of Services, the User has the right to withdraw from the Contract on the provision of Services in accordance with the conditions specified in clause 8.2 of these General Terms and Conditions.

13.4. If an existing User orders an additional Service, the latest version of these General Terms and Conditions, as well as the Contract on the provision of Services, will apply to the relationship with such User.

13.6. If any of the information specified in the Contract on the provision of Services requires changes in connection with updates to the Service provision parameters that were defined in the Contract on the provision of Services, QTSP "Diia" must make appropriate changes to the Contract on the provision of Services within 5 (five) working days.



14. Information about QTSP "Diia"

State Enterprise "DIIA"

USREOU code: 43395033

TIN No. 433950326503

in PJSC CB "PRIVATBANK"

IBAN UA403052990000026000036708164,

PJSC CB "PRIVATBANK"

Bank code 305299

Income tax payer under general conditions.

Contact number of QTSP "Diia": +38 (067) 107 20 41.

E-mail addresses of QTSP "Diia": ca@diia.gov.ua ; keys@diia.gov.ua; ca@informjust.ua.