

**1. Information about the certification services provider**

Agencija za komercijalnu djelatnost d.o.o,  
 Address: Savska cesta 31, 10000 Zagreb, Hrvatska  
 web: <http://www.akd.hr>, e-mail: [akd@akd.hr](mailto:akd@akd.hr)  
 Portal: <http://www.id.hr>  
 Customer service: Helpdesk-kid@akd.hr  
 Policy management authority: [pma@akd.hr](mailto:pma@akd.hr).

**2. Scope of certification services**

Certification services provider provides the following services:

1. certificate generation services
2. certificate revocation services
3. certificate status checking services
4. information services
5. services of card production
6. registration services

**3. Types and purpose of the certificate**

The card can contain two types of certificates and associated private keys. They are as follows:  
 - kID signing certificate is a qualified certificate for electronic signature that can legally replace a handwritten signature (OID: 1.3.6.1.4.1.43999.5.4.2.1.2.1) and  
 - kID identification certificate is a means of electronic identification of high security level (OID: 1.3.6.1.4.1.43999.5.5.2.1.2.2).

The validity of the certificate is 5 years. The certificate contains information about the date of expiry and the all data and information necessary to validate the certificate.

There is a physical person named in the certificate as the subject of certification. If sufficient and adequate evidence is provided, there can be a person specified in the certificate named by the organization with whom the physical person is related to. A person that is the subject of certification uses certificates for business and private purposes.

The level of trust in the certificate and the identity of the person named in the certificate is high according to the criteria laid down in EU Regulation no. 910/2014.

kID signing certificate is issued under the rules of the EU Qualified Certificates QCP-n-qscd (OID: 0.4.0.194112.1.2) issued to an individual with private key to qualifying device for production of electronic signature (hereinafter: a card).

kID identification certificate issued according to the rules that are equivalent to the rules of NCP + (OID: 0.4.0.2042.1.2) that apply to normalized certificates with the private key in a secure cryptographic device.

**4. Obligations of certification services providers**

The certification service provider provides certification services pursuant to (EU) Regulation No. 910/2014 and related legislature and bylaws, by applying:

1. provisions of the law governing electronic signature and bylaws adopted under the same law and
2. Internal by laws that regulate provision of certification services
  - 2.1. AKDCA Certificate policy
  - 2.2. kIDCA Certification Practice Statement

The certification service provider will:

- Ensure availability of certification services,
- Process applications for the issuance, revocation and suspension of certificates on time
- Gather and store all relevant information to the data issued and received, especially for the purpose of presenting evidence in court proceedings and for the purpose of ensuring continuity of service,
- Archive and keep for a period of 10 years after the expiry of the certificate, all the important information that is collected or recorded in the course of provision of certification services,
- Have qualified staff and financial resources sufficient to fulfill its commitments and to ensure continuous provision of services,
- Implement appropriate physical, organizational and enforcement measures for the protection of IS and data,
- Carry out processing and protection of personal data and all other confidential business information in a lawful manner
- publish via <http://id.hr> web portal all information necessary for the proper use of certification services and cards including kIDCA Disclosure Statement and AKD PKI certificate policy and KIDCa Certification Practice Statement.

**5. The rights and obligations of persons**

Natural person, the subject of certification will:

- Present trustworthy evidence, in the process of identification, to prove his identity and the identity of the organization with which he/she is associated with
- Provide accurate and true information in the registration process
- Examine and verify that the identification information contained in the certificate is accurate,
- Be the only person to use a private key corresponding to the public key in the certificate stored on the card,
- Make sure that the certificate at the time of its use has not expired and has not been revoked,
- Make sure that the certificate is used only for legal purposes and in accordance with its intended purpose,
- Use the card and PINs responsibly, keep it safe and take all appropriate measures to protect them against unauthorized access and use,
- request revocation or suspension of the certificate immediately if there is a change of identity in the certificate, or if there is a suspicion of loss, theft, misuse or unauthorized use of the card or the private key.
- Use the certificate in accordance with the provisions of the terms and conditions including but not limited to amendments.

A person who orders certification services will:

- Report any change of information in their status, name and address, and present accompanying documents.
- Immediately request revocation of the certificate if previously established relations with the person subject of certification terminated or ceased to exist

**6. Limitation of liability**

The liability of the certification services provider for the damage caused by any physical or legal person due to failure to comply with their obligations is limited to the amount of 2'000'000.00 HRK. The liability is limited to HRK 80'000 per transaction for the people and relying party that use certificates appropriate.

The certification services provider is not liable for:

- Damages caused by improper use of the certificate,
  - Damages caused by fraudulent or negligent use of the card, private keys, certificates and CRL,
  - Damages incurred in a period of revocation of certificate until the issuing the new CRL,
  - Damages caused by malfunctions and errors of the software and hardware of the physical person and/or their relying party
  - All the damages caused intentionally or by negligence of a physical person or relying party that have not met its obligations or fails to act in accordance with their obligations.
- The certification services provider is not responsible for damages that are the result of presentation of false information in the registration process or misrepresentation of physical or legal persons in the process of identification and authentication.
- The certification services provider is not liable for breaches of liability person and relying parties, especially not for the use of certificates issued by other certification services providers.
- The certification services provider is not responsible for the content of the document signed using a private key of a physical person who is the subject of certification, nor for any other form of indirect damage as a result of use of a certificate.

**7. Compensation of damages**

Any party that caused damages due to breach of law or the provisions of this document is liable to the party suffering damages.

A physical person is liable to party suffering damages if he/she obtains card certificate issued by KIDCA on the basis on false information provided in the application or if he/she operates or presents his or herself on behalf of other physical person.

Relying party is liable to the party suffering damages if they rely on the certificate without checking its validity or if they use certificate for the purposes for which it is not intended or in spite of legal constraints or regulations.

The certification services provider is liable pursuant the terms and regulations of the Agreement, AKD PKI Certificate policy, KIDCA Certification Practice Statement, kIDCA Disclosure Statement and all applicable laws and regulations of the Republic of Croatia.

**8. Price**

The fee for the card, issuing of certificate and use of certification services is charged according to the price set by the pricelist or by a contract.

**9. Protection of Personal Data**

A person who has been issued a certificate is made aware that the data contained in the certificate are legally protected as personal data, and the person agrees that certification services provider processes and uses them in their records for the sole purpose of fulfilling the statutory requirements necessary for implementation of provision of certification services.

The certification services provider will allow the connection of its records of issued and revoked certificates with other records solely in accordance with the applicable national and European laws and regulations, and when it is legally guaranteed safe treatment and processing of personal data.

Personal data may only be used upon a written consent of the person except in case when it is necessary to meet legal or contractual obligations arising from the agreements regulating the certification services.

**10. Protection of confidential business information**

The certification services provider protects and handles all information and data collected or incurred during the provision of certification services properly. This applies to the information and data whose disclosure to an unauthorized person could have harmful effects for the services themselves or for the persons, as well as for any data or information marked as confidential or as secret by law on the confidentiality of data or kID Certification Practice Statement.

**11. Conclusion and termination of contract**

A person accepts these conditions by signing a request for the provision of certification services. The agreement on the use of certification services is considered concluded at the moment of acceptance of the request filed by physical persons. kIDCA Certification Practice Statement, together with the request for the provision of certification services make the contract on the provision of certification services.

If a person does not accept kIDCA Disclosure Statement, it is not possible to successfully process their request for the issuance of a certificate and issue a certificate.

Revocation of the certificate terminates the agreement and therefore, rights and obligations of all parties established by this Document are thus terminated.

**12. Complaints, resolution of disputes and applicable law**

The provision and use of certification services is performed in accordance with the kIDCA Disclosure Statement, AKD PKI Certificate Policy and kIDCA Certification Practice Statement. All complaints, disputes and potential disagreements concerning interpretation, application or execution of certification services, will be resolved amicably.

The users of certification services may file a complaint to Customer Service at Helpdesk-kid@akd.hr. If the user is not satisfied with such resolution, a complaint may be submitted to the Policy Management Authority [pma@akd.hr](mailto:pma@akd.hr).

AKD will provide a reply/solution within 15 days from the receipt of such a complaint.

If the dispute is not resolved amicably, then they will be settled before a competent court in Zagreb. The applicable law is the law of the Republic of Croatia.

**13. Supervision**

AKD is a qualified provider of certification services and its qualified status is indicated on the trusted list.

Supervision of the implementation of Regulation (EU) no. 910/2014 regarding the provisions governing electronic identification is carried out by the central government body in charge of e-Croatia.

Supervision of the implementation of Regulation (EU) no. 910/2014 regarding the provisions governing trust service is carried out by the central government body in charge of commerce and economy.

Performance of audit and verifying compliance with Regulation (EU) no. 910/2014 is carried out by an independent accredited conformity assessment body.

Supervision of processing, use and protection of personal data is carried out by government authorities defined by law and by other directives and regulations that regulate protection of personal data.

**14 Final Provisions**

In accordance with applicable regulations in Croatia, this Disclosure Statement as well as all other information required for the appropriate use of certification services and of a card are published on the web portal: <http://id.hr>. Detailed terms and conditions relating to the use of the certificate are set out in documents AKD PKI Certificate Policy and KIDCA Certification Practice Statement.