

Solution Specific Terms for Qualified Electronic Signature and Qualified Electronic Seal Services

These Solution Specific Terms for Qualified Signature and Qualified Electronic Seal Services ("Specific Terms") govern the agreement entered into between "You", as the legal entity or the natural person acting in a professional capacity identified through the Banqup Platform (which shall as the context requires mean the Subscriber and/or the Subject), and "Banqup", being Unifiedpost entity referenced in clause 2 (Applicability), regarding Your use of the Qualified Trust Services as defined in clause 1 (Definitions).

Please review these Specific Terms carefully prior to any use of the Qualified Trust Services.

These Specific Terms apply in addition to the Banqup Terms of Service and the Banqup Mobile Terms of Use. Together, these documents form the complete contractual framework for the provision and use of Your Qualified Qualified Trust Services ("the Agreement"). In the event of conflict, these Specific Terms prevail over the Banqup Terms of Service solely for matters specific to the Qualified Trust Services; otherwise, the Banqup Terms of Service govern.

The provisions of these Specific Terms are made available to You (which shall as the context requires mean the Subscriber and/or the Subject) via the Banqup Platform prior to the conclusion of the Agreement in a durable form and shall enter into force upon Your explicit acceptance which is deemed valid only if You tick the "Accept" box on the Banqup Platform . Such acceptance is recorded and retained by Banqup as evidence of agreement.

Please note that the provisions contained in these Specific may be amended by Banqup in accordance with Article 2 of these Specific Terms. Banqup also draws Your attention to the provisions of Article 7 and 12 in these Specific Terms which list certain circumstances on the basis of which Banqup may terminate or suspend Your use of the Qualified Trust Services and which limit Banqup's liability in this respect.

Both parties acknowledge that these Specific Terms have been negotiated in good faith and that they reflect a balanced allocation of risks and benefits. Each Party acknowledges that it has had the opportunity to seek legal advice and to revise these Specific Terms and that they are fair, reasonable, and represent the Parties' mutual agreement.

1. Definitions

"Personal Data" has the meaning as ascribed in the applicable data protection laws;

"eIDAS Regulation" means Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market.

"Qualified Certificate" means the electronic attestation issued by Banqup within scope of the Qualified Trust Services, binding signature or seal validation data to a natural or legal person and confirming at least the name of that person.

"Qualified Electronic Seal" or **"QSeal"** means an advanced electronic seal that is created by a qualified electronic seal creation device, and which is based on a Qualified Certificate for electronic seals, meeting the requirements of Article 3(27) of the eIDAS Regulation.

"Qualified Electronic Signature" or **"QES"** means an advanced electronic signature that is created by a Qualified Electronic signature creation device, and which is based on a qualified certificate for electronic signatures, meeting the requirements of Article 3(12) and Article 26 of the eIDAS Regulation.

"Qualified Trust Services" means the qualified trust services provided by Banqup under these Specific Terms, consisting of as the case may be, issuance, management and validation of QES and QSeal.

"Relying Party" means any natural or legal person who relies on a Qualified Certificate, Qualified Electronic Signature or Qualified Electronic Seal issued under these Specific Terms.

"Subscriber" means the natural or legal person who orders and pays for the Qualified Trust Services.

"Subject" means the natural or legal person to whom a Qualified Certificate is issued and whose identity data or corporate data is included in the certificate. The Subject may be the same as the Subscriber or a different person.

"Validation" means the process by which the authenticity, validity and integrity of a QES or QSeal is verified.

2. Applicability

This Agreement is entered into between You and Unifiedpost SA, with its registered address at Avenue Reine Astrid 92A, 1310 La Hulpe, Belgium and with registration number 0471.730.202 (hereinafter 'Banqup').

They remain applicable for the entire lifetime of each Qualified Certificate issued to You, until its expiry or revocation, and in any event for a maximum of three (3) years per certificate, unless terminated earlier in accordance with clause 14 of the Banqup Terms of Service.

Termination or expiry of a Qualified Certificate shall not affect accrued rights or obligations existing at that time. The qualified trust services are provided in accordance with Banqup's applicable Certification Policy (CP) and Certification Practice Statement (CPS) version 1.1 February 2026, which can be accessed at <https://www.pki.banqup.com/repository> ("Trust Service Policies"). The services are subject to periodic conformity assessment in accordance with legal regulations and under the Certification Program 031 'eIDAS TSP' of the accredited conformity assessment body Deutsche Telekom Security GmbH, certificate number [XXXX], issued on [date]. **Compliance has not yet been confirmed.** The current status of conformity assessments for Banqup's Qualified Trust Services can be viewed in the EU Trusted List.

To the extent permitted by law, Banqup may at any time amend or supplement non-material provisions of this Agreement in accordance with clause 2.3. of the [Banqup Terms of Service](#). If You do not agree to the revised version, You are entitled to terminate the Agreement within a period of one (1) month after such notification as set out in clause 14 (*Term and (consequences of) Termination*) of the Banqup Terms of Services. If You do not object, the revised version of this Agreement will enter into effect one (1) month after notification.

3. Services

In consideration of the fees paid and under [Banqup Terms of Service](#), Banqup shall provide to You the Qualified Trust Services which may include: (i) issuance of Qualified Certificates for QES and QSeal; (ii) support for the creation of QES and QSeal; (iii) validation services for QES and QSeal; (iv) related Qualified Trust Services as may be reasonably required under the applicable legal framework.

Banqup shall ensure that its Qualified Trust Services comply with the requirements of the eIDAS Regulation and relevant ETSI standards (including ETSI EN 319 401, 411-1, 411-2, as applicable) and the Trust Service Policies.

Qualified Certificates must be used only for their intended purpose and within their validity period indicated in the certificate and Trust Service Policies. Certificates must not be used beyond their expected lifetime (maximum three (3) years) and may be shorter where stated in the Trust Service Policies. Any reliance outside these limits is at the Relying Party's own risk.

The Qualified Trust Services (i) do not include Your internal identity governance, user management, or device security; (ii) exclude validation or support for certificates issued by third parties unless expressly stated; and (iii) rely on Your timely provision of accurate data and prompt incident notifications (including suspected key compromise).

Banqup may from time to time extend or modify the Qualified Trust Services (e.g., new qualified services or features). Banqup will inform You of material changes in advance. If You elect to use new or modified services, such use shall be governed by these Specific Terms (and, where applicable, updated Trust Service Policies). Where a change has a materially adverse impact on Your legitimate use of the Qualified Trust Services, You may object in writing within thirty (30) days of notice; if no mutually acceptable resolution is found, You may terminate the affected Qualified Trust Service on written notice without cost. Such termination shall not affect Your continued use of any other Qualified Trust Services provided by Banqup, nor Your access to or use of the Banqup Platform or Banqup Mobile, which remain governed by their respective terms.

4. Availability

Banqup shall use reasonable efforts to ensure the continuous availability of the Qualified Trust Services, except during scheduled maintenance or downtime. Where such maintenance materially affects Your use of the Qualified Trust Services, Banqup shall provide prior notice to You. In addition, Banqup provides support on Business Days (Monday to Friday, 9:00–17:00 CET/CEST, excluding Belgian public holidays) through its Service Desk available at support@billtobox.com.

5. Revocation

Banqup shall revoke a Qualified Certificate without undue delay upon: (i) the request of the Subject or Subscriber, (ii) death of the Subject or dissolution of the Subscriber (iii) where it is proven that the Qualified Certificate was issued on the basis of false or inaccurate data, or such data is no longer valid; (iv) in case of compromise, loss, theft or misuse of QES or QSeal creation data or associated activation credentials (including PINs or passwords); (v) misuse or unlawful use of the Qualified Certificate; (vii) termination of use of the Qualified Certificate or of the Qualified Trust Service.

Banqup provides the following channels through which a Subject or Subscriber may request revocation at any time:

- i. Through the Banqup application: A Subscriber may revoke certificates directly via the Banqup application when logged in with their authenticated Banqup account.
- ii. Through the Banqup application when the Subscriber sets up a new device: Upon setup of a new device and completion of remote identity verification, the issuance of a new certificate shall automatically revoke the corresponding certificate previously issued on the prior device, where applicable.



iii. By email: A Subscriber or Subject may request revocation by sending an email from the address registered with Banqup and associated with their account to support@banqup.com. Such a request must specify the certificates to be revoked and provide evidence of ownership. Upon receipt of a revocation request, Banqup shall carry out additional identity verification measures, including, at a minimum, verification of the Subscriber's full name, date of birth, and document number, to confirm that the requester is duly authorized to request revocation. The support team may require submission of further documentation where necessary.

6. Obligations of Banqup

In addition to its obligations set out in this Agreement, Banqup undertakes to: (i) comply with the relevant obligations under the eIDAS and applicable ETSI standards; (ii) ensure the security of its infrastructure and key management systems; (iii) issue, renew, suspend and revoke certificates in accordance with its Trust Service Policies and these Specific Terms; (iv) provide free, real-time validation of certificate status via certification revocation list available at <https://www.pki.banqup.com/repository>; (v) retain all relevant records for 7 years after certificate expiry, as required by law; (vi) notify Subjects and Subscribers of issuance, suspension, revocation or expiry of certificates.

7. Obligations of Subjects and Subscribers

The Subject and/or Subscriber shall: (i) provide complete and accurate information during registration and ensure that such information is promptly updated in case of changes; (ii) use the Qualified Certificate only for lawful and intended purposes within the scope and limitations set out in these Specific Terms, the Trust Service Policies or in the Qualified Certificate; (iii) protect the signature/seal creation data and devices against loss, theft or misuse, and maintain:

- a) sole control over private keys in case of a natural person;
- b) organisational control in case of legal person;
- (iv) refrain from any unauthorised use of the private key; (v) request immediate revocation in case of compromise, change of data or termination of use; (vi) verify the correctness of Qualified Certificate data at issuance and request revocation if incorrect; (vii) immediately notify Banqup in case of:
 - a) compromise, loss or theft of the private key;
 - b) compromise of activation data (e.g. PIN, password);
 - c) changes or inaccuracies in certificate content; or
 - d) termination of use;
- (viii) immediately discontinue the use of any Qualified Certificate and any associated signature or seal creation data upon its compromise, revocation, or expiry; (ix) cease using the Qualified Certificate or related cryptographic keys if notified by Banqup that the issuing certification authority or its trust chain has been compromised or suspended; and
- (x) comply at all times with Banqup's instructions and the applicable Trust Service Policies regarding the secure use, management, and termination of Qualified Certificates.

Failure to comply with the above obligations shall entitle Banqup to revoke the Qualified Certificate with immediate effect and may give rise to liability for damages.

8. Information for Relying Parties

Relying Parties shall independently verify the authenticity, validity, and current status of any Qualified Certificate issued by Banqup, prior to relying on it. For a certificate to be relied upon as an EU Qualified Certificate, the trust anchor used for validation shall be the one identified in the service digital identifier of the QTSP's entry in the EU Trusted List (EUTL), in accordance with Commission Implementing Decision (EU) 2015/1505. Each Relying Party remains solely responsible for determining the evidential value of the Qualified Certificate, QES or QSeal, and any related data, taking into account the Qualified Certificate's intended purpose, validity period, and any limitations indicated therein or in the Trust Service Policies.

Banqup shall not be liable for any reliance placed on a Qualified Certificate that has been revoked, suspended, expired, or used outside its declared scope or intended purpose.

9. Personal Data

In the context of providing the Qualified Trust Services, Banqup may process Your Personal Data and act as data controller. The processing of Your Personal Data will be carried out in accordance with [Banqup's Privacy Notice](#).

10. Liability

Without prejudice to clause 12 of the Banqup Terms of Service, the following specific liability rules apply to the Qualified Trust Services.



Banqup shall only be liable for proven direct damages arising exclusively from the provision of the Qualified Trust Services, and only insofar as such damages result from: (i) the inaccuracy, at the time of issuance, of the information contained in a Qualified Certificate; (ii) the failure to bind correctly, at the time of issuance, the public and private keys corresponding to a Qualified Certificate; (iii) the failure to register, suspend or revoke a Qualified Certificate in accordance with this Agreement and the Trust Service Policies; (iv) any other liability expressly required under eIDAS.

Banqup shall not be liable for damages arising from or related to: (i) any defect, interruption or malfunction of third-party solutions, systems or infrastructures not falling within Banqup's control and occurring through no fault of Banqup; (ii) integration points and/or connectors used by a third party to connect to the Qualified Trust Services; (iii) misuse, loss, compromise or theft of signature or seal creation data or devices by the Subscriber/Subject or third parties; (iv) the provision of inaccurate, incomplete or outdated information by the Subscriber/Subject; (v) use of expired, revoked or suspended certificates; or (vi) any indirect or consequential damages such as loss of profit, data (other than personal data), future revenue, anticipated savings, goodwill, reputation, contracts or clientele.

Banqup's aggregate liability for proven direct damages under this Annex shall be limited to the higher of: (i) the amounts paid and payable (excluding taxes and VAT) by the Subscriber to Banqup for the Qualified Trust Services in the twelve (12) months preceding the claim; or (ii) one hundred and fifty euro (EUR 150). Banqup shall not be liable in the case of a Force Majeure Event as defined in Banqup Terms of Service.

To the fullest extent permitted by law, You agree that liability under this Agreement shall be exclusively governed by contract law. You waive the right to bring any claim related to the performance of Banqup's contractual obligations against any natural or legal person entrusted by Banqup (or its affiliates) with the performance of such obligations, including employees, directors, agents, or independent service providers. This clause is made for the benefit of such persons. This limitation of liability constitutes Your sole legal remedy for any breach or non-performance under this Agreement. Price reductions or other remedies shall not be considered available unless explicitly agreed.

11. Termination and consequences of termination

In addition to the termination events set out in clause 14 of the Banqup Terms of Service, these Specific Terms shall cease upon the expiry or revocation of the Qualified Certificate.

Termination of these Specific Terms shall not affect accrued rights or obligations existing at the time of termination, including the obligation of Banqup to retain records as required by eIDAS.

12. Complaints and dispute settlement

The Subscriber, Subject or Relying Party may submit complaints regarding the Qualified Trust Services by contacting Banqup at support@banqup.com to provide a substantive response or resolution within thirty (30) Business Days. This internal process is without prejudice to the right to bring disputes before the competent courts as set out in clause 18.11. of the Banqup Terms of Service.

13. Governing Law and Jurisdiction

These Specific Terms shall be governed by and construed in accordance with the governing law and jurisdiction provisions set out in clauses 18.10-18.12. of the Banqup Terms of Service, which shall apply mutatis mutandis to these Specific Terms.