 NFQES	Version:	1.0
	Page:	1 z 10



B R A I N : I T

GENERAL TERMS AND CONDITIONS OF SALE AND BUSINESS

brainit.sk, s. r. o., effective from 01.12.2024



 NFQES	Version:	1.0
	Page:	2 z 10

Table of content

1. Introduction.....	5
1.1 General information	5
1.2 Information about the Provider and its contact details	6
1.3 Introductory provisions	6
2. Data processing and use.....	7
3. Ordering a product or service and entering a contract.....	8
4. Price and payment	8
4.1 Method of delivery	8
4.2 Other conditions	9
5. License Agreement for License Products	9
6. Product return – withdrawal from the contract.....	9
6.1 Right of withdrawal	10
6.2 Consequences of withdrawal	10
7. Final provisions	10

 NFQES	Version:	1.0
	Page:	3 z 10

Definitions of terms

Unless otherwise stated in the General Terms and Conditions for sale and business, the following definitions and abbreviations have the meanings as set out below.

Definitions

Certificate:

- certificate or electronic/advanced/qualified certificate for electronic signature within the meaning of the eIDAS Regulation;
- a certificate or electronic/advanced/qualified certificate for an electronic seal within the meaning of the eIDAS Regulation;
- certificate for website authentication within the meaning of the eIDAS Regulation;

any other certificate used for encryption, authentication or other purposes within the meaning of the Provider's Policy which has been or is to be issued by the Provider to the Customer.

Trust services - qualified trust services for the issuance and verification of Certificates provided by the Provider in accordance with the eIDAS Regulation, the Act and the Provider's Policies. Trust Services may also be composed of other associated services in connection with the Certificates.

These are mainly:

- authentication of Certificates - provision of information on the validity or revocation of Certificates - CRL, OCSP response,
- generation of key pairs,
- and others...

Certificate Holder - the person named in the Certificate who is the holder of the private key associated with the public key to which the Certificate is issued.

eIDAS Regulation - Regulation 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 and repealing Directive 1999/93/ES.


OCSP response - A response to an OCSP request that gives an indication of the validity of the Certificate at a specified time.

Provider Policy / Provider Policies -

- The policy of the trust service provider for the issuance and verification of qualified certificates, which applies to qualified certificates issued by the Provider under the eIDAS Regulation;
- the policy of the provider of the trusted service of issuing and verifying qualified Certificates, applicable to other Certificates not listed in the above paragraph.

The Provider's policies shall also include all regulations and their updates issued by the Provider and published on its website.

Provider - brainit.sk, s. r. o. with registered office at Veľký diel 3323, Žilina 010 08, ID No.: 52577465, registered in the Commercial Register of the District Court of Žilina, Section Sro, Insert No. 72902/L.

 NFQES	Version:	1.0
	Page:	4 z 10

Workplace - the place where Certificates are issued. It is a place operated by the Provider - its registered office.

Relying Party - a natural or legal person who relies on the Provider's Trusted Services to act.

General Terms and Conditions (GTC) - the document General Terms and Conditions for the provision and use of the trusted service for the issuance and verification of certificates, always in their effective version.

Qualified device – a device for the creation of an electronic signature/seal that meets the requirements set out in Annex II of the eIDAS Regulation.

Contract - Contract for the provision of trusted service of issuing certificates concluded between the Provider and the Customer, or another contract between the Provider and the Customer, the subject of which is the provision of Trust Services (e.g. a contract for the provision of a product formed by an order).

CA Contract - a contract concluded between the Provider and the Certificate Holder, regulating the rights and obligations of the parties to the use of the Certificate.

Customer or Subscriber - means a natural person or a legal entity to whom the Provider provides Trust Services based on the agreed Contract, such person also pays for the services.

Act or Law - Act No. 272/2016 Coll. on trust services for electronic transactions in the internal market and on amendment and supplementation of certain acts.

Price list – price list means the price list of products and services, which is presented on the Provider's website - <https://nfqes.com/sk/cennik>.

Order – an order means a proposal to conclude a contract for the provision of a product sent by electronic order or in paper form.

Product – product means the Provider's range of products and services.

Abbreviations

CA – Certificate authority

CRL – Certificate revocation list

DPH – **VAT** – value added tax

EÚ – European union

EULA – End-user License agreement


FO – Natural person - individual

IS – Information system

KC – Qualified certificate

OP – Identity card

OÚ – Personal data

 NFQES	Version:	1.0
	Page:	5 z 10

OCSP – Online Certificate Status Protocol

PO – Legal person

SR – Slovak republic

VP – GTC – General Terms and conditions

VOP – General Terms and conditions for sale and business

1. Introduction

In the event of a difference between the Slovak and English versions of the Certification Policies and Certification Policy statements, or Rules for NFQES CA, the provision set out in the Slovak version shall apply.

These General Terms and Conditions for sale and business (VOP) apply to the purchase of the Provider's products and services provided through its website www.nfqes.sk, www.brainit.sk and/or portal <https://zone.nfqes.com>.

The Provider declares that it is a provider of trust services within the meaning of Regulation No. 910/2014 of the European Parliament and of the Council of the European Union on electronic identification and trust services for electronic transactions in the internal market (hereinafter also referred to as "eIDAS") and Act of the National Council of the Slovak Republic No. 272/2016 Coll. on trust services for electronic transactions in the internal market and on amendment and supplementation of certain acts (hereinafter also referred to as "the Act"). The Provider is entitled to provide trust services of issuing qualified certificates, providing qualified electronic time stamps and providing other trust services as specified in the relevant CP and CPS on the Provider's website.

1.1 General information


The document General Terms and Conditions for sale and business provided by the Provider brainit.sk, s.r.o. (hereinafter referred to as "General Terms and Conditions for sale and business" or "VOP") serves to inform clients and third parties about their basic rights and obligations when using the provided services and products, the main rights and limitations when using them and the main aspects of the provision of services and products.

The current version of the VOP is published on the Provider's website:

<https://nfqes.com/documents>

An integral part of these VOP is the obligation of the parties to become acquainted with and to comply with:

- General Terms and Conditions,
- the Provider's policy for the provision of qualified trust services,
- CP and CPS for qualified trust services related to validation of electronic signatures/seals and issuance of KC for electronic signatures/seals and website authentication, as well as time stamps,
- Information on the processing of personal data and privacy policy.

 NFQES	Version:	1.0
	Page:	6 z 10

1.2 Information about the Provider and its contact details

Brainit.sk is a qualified trust service provider that carries out its activities in accordance with the requirements of Regulation (EU) No. 910/2014 and the Slovak Act on Electronic Services and Electronic Trust Services No. 272/2016 Z. z. Brainit.sk as such is included in the trusted list of trust service providers: <https://eidas.ec.europa.eu/efda/trust-services/browse/eidas/tls/tl/SK/tsp/9>.

The General Terms and Conditions for sale and business (hereinafter referred to as "VOP") regulate the basic rules for the provision and use of the Provider's qualified and non-qualified trust services. This document also regulates the rights and obligations of the Provider, as well as the rights and obligations in the provision and use of trust services of the Customer and the Certificate Holder. These T&C are made in accordance with the Provider's Policies.

The current effective VOP, Provider's Policies and all documents and forms necessary for the provision of trust services are available on the durable medium, on the website of brainit.sk, s. r. o (<https://nfqes.com/documents>). All documents are available for inspection and consultation by any person interested in the Provider's trust services.


Contact details of Brainit.sk:

General Information:	
Company name	<i>brainit.sk, s. r. o.</i>
Registered office	<i>Veľký diel 3323, 010 08 Žilina</i>
IČO	<i>52577465</i>
DIČ	<i>2121068763</i>
IČ DPH	<i>SK 2121068763</i>
Register	<i>Obchodný register okresného súdu Žilina, oddiel Sro, vložka číslo 72902/L</i>
Contact:	
Provider's website	https://nfqes.com
Trusted Services website	https://zone.nfqes.com
E-mail	info@brainit.sk
Mobil	<i>+421 905 669 888</i>
Certificate revocation request contact:	
Mobil	<i>+421 918 022 030</i>
E-mail	info@brainit.sk
GDPR contact:	
E-mail	gdpr@brainit.sk
E-mail	support@nfqes.sk
Mobil	<i>+421 905 669 888</i>

1.3 Introductory provisions

For the sale of products and services through the Provider, the following VOP apply, which further define and specify the rights and obligations of the Provider, which is the company defined in section 1.2 of this document, and the Subscriber. All contractual relations are concluded in accordance with the law of the Slovak Republic (SR).

Legal relations that are not expressly regulated by these GTC shall be governed by Act No. 40/1964 Coll., the Civil Code (hereinafter referred to as the "Civil Code").

 NFQES	Version:	1.0
	Page:	7 z 10

The Subscriber obtains products and services based on the sending a paper order or an electronic order available at <https://zone.nfqes.com>, its acceptance by the Provider and payment of the purchase price (crediting the Provider's account).

2. Data processing and use


Placing an order through <https://zone.nfqes.com> or the Provider's website involves the provision of certain personal information (PII) of the customer/subscriber or potential customers. In this case, the Provider will handle this data in accordance with applicable law, in particular in accordance with EU Regulation 2016/679 (General Data Protection Regulation) and Act No. 18/2018 Coll. on the processing of personal data, as amended. Personal data will be fully secured against misuse. The data will be stored and will not be provided to third party applications. The Provider may entrust a third party as an intermediary with the processing of the above-mentioned PI.

The Provider hereby informs the data subject (Subscriber) and provides him/her with explicit instructions on the rights arising from EU Regulation 2016/679 and Act No. 18/2018 Coll. on the processing of personal data, i.e. in particular that the processing of personal data is authorized by the Provider either for the preparation or performance of the Contract with the data subject, the fulfilment of legal obligations, the legitimate interests of the Provider or the consent of the data subject to the processing of personal data. In particular, the data subject has the right to access, rectify or erase the personal data and, furthermore, the right to object to the processing of personal data or to withdraw consent to the processing of personal data (see the document "Information on the processing of personal data" and/or "Protection of personal data under the GDPR").

In the event of a violation of their rights, the Customer has the right to contact the Data Protection Authority (supervisory authority) and request appropriate remedy. If the Customer wishes to exercise his/her aforementioned rights against the Provider, he/she may do so by contacting the Provider via email at gdpr@brainit.sk / support@nfqes.sk or at the above postal address.

In accordance with Article 13 of Regulation (EU) No 679/2016 of the European Parliament and of the Council on the protection of natural persons regarding to processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, the General Data Protection Regulation, the Provider provides the following information to the Customer when obtaining the OU:

- the identity and contact details of the controller - defined in section 1.2.
- the purpose of the processing for which the CP is intended - the issue and use of the Certificate to the Customer in accordance with its terms and conditions, which are based on Regulation 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, The legal basis for the processing is Article 6(1)(b) of the General Data Protection Regulation (GDPR),
- the period for which the PI will be retained is specified in the relevant CP, which is available on the provider's website (see section 1.2 of this document),
- The Customer has the right to request from the Provider access to, rectification or erasure of, restriction of processing of, and to object to the processing of, its CP, as well as the right to data portability, only if this is permitted by a specific law governing the obligations of the Provider as a certificate issuer,
- The Customer has the right to lodge a complaint with the supervisory authority,

 NFQES	Version:	1.0
	Page:	8 z 10

- The Provider points out that the provision of OU by the Customer is a legal requirement and the Customer is obliged to provide OU.

3. Ordering a product or service and entering a contract

The condition of a valid electronic Order is the completion of all the prescribed data and requirements specified in the order form. Before the Subscriber finally confirms the Order, he/she shall have the right to check the entire Order and the entered information. If he/she wishes to change any item, it is possible to do so. If the Subscriber agrees with the form of the Order, the Subscriber will send the Order to the Provider for final processing. This dispatch is binding.

The Provider shall send an e-mail to the e-mail address of the Subscriber specified in the Order with the acceptance of the Subscriber's Order (hereinafter referred to as "Acceptance"). Acceptance of the Order shall also mean the sending of an invoice to the Customer by the Provider. By submitting an Order, the Customer accepts these Terms and Conditions of the Provider and furthermore the amount of the price for the Product or Service ordered. Once the Customer receives the Provider's acceptance of the Order, the Provider's quotation for the ordered Product and/or Service, including the price stated in the Order, shall be binding until the Product and/or Service is delivered to the Customer, unless any provision of these GTCs provides otherwise in a special case. The Order is a draft contract, where the contract itself is concluded by the acceptance of the Order by the Provider to the Subscriber. From that moment on, the mutual rights and obligations between the Customer and the Provider, which are defined by the Contract and these GTC, arise. If the Customer fails to pay the agreed price within 15 working days, i.e. the amount corresponding to the agreed price is not credited to the Provider's account, the concluded Contract shall cease to be valid and both parties shall no longer be bound by it.

The Provider reserves the right not to accept the Customer's Order in the event of an obvious error regarding the price or description of the Product specified in the Order. The Customer will be informed of the non-acceptance of the Order due to an apparent error by e-mail (which the Customer has indicated as the contact). An error in written information shall not bind the Provider if it is obvious to an ordinary consumer considering the content of the Provider's VOP and in the context of other information provided by the Provider.


The contract is concluded in the Slovak language. The concluded Contract shall be archived by the Provider for the purpose of its successful execution in electronic form for 10 years and shall not be accessible to third non-interested parties. Information on the individual technical steps leading to the conclusion of the Contract is evident from these GTC, where the process is clearly described.

4. Price and payment

4.1 Method of delivery

The offered methods of delivery of the Provider's products and services and their prices are:

- Price
 - available on the Provider's website - <https://nfqes.com/price-list>
- Method of delivery
 - in person
 - mail or courier
 - Customer delivery

 NFQES	Version:	1.0
	Page:	9 z 10

- Remote provision of products/services via <https://zone.nfqes.com>

In case of force majeure or information system (IS) failure, the Provider shall not be liable for delayed delivery of the service/product.

4.2 Other conditions

When collecting the pre-paid Order in person at the Provider's branch, the Provider may require the presentation of identification (ID card (ID), driving license or passport) to prevent damage. Without the presentation of any of these documents, the Provider may refuse to issue/provide the service/product.

The Customer is obliged to check the status of the delivered service/product immediately upon delivery of the product/service. The Customer is entitled to refuse to accept a service/product that is not in conformity with the purchase contract, e.g. because it is incomplete or damaged.

Incomplete or damaged service/product must be immediately reported to the Provider in an appropriate manner (e.g. by e-mail to info@brainit.sk or support@nfqes.sk), make a complaint with the Provider and inform the Provider without undue delay.


5. License Agreement for License Products

If the Customer has ordered a Licensed Product, the Customer shall have the right to use the Licensed Product solely for the Customer's own use. The Customer is not entitled to:

- Modify or remove program code or any other part of the Product or service or create secondary Products and services from it without Provider's consent, unless Provider is the supplier of such activities,
- use the Product in any manner other than as agreed in the VOP, GTC, EULA,
- provide the Product, or sublicenses thereof, to third parties,
- use the Product in several installations exceeding the number of licenses ordered. Installation means installation and use of the Product using a single license file,
- use the Software for development, compilation, debugging, or similar design purposes,
- decompile, reverse engineer, reverse assemble, or reverse engineer, disassemble, unlock, or otherwise attempt to discover the source code or underlying algorithms of the Software, or attempt to perform any of the foregoing in connection with the object code of the Software,
- modify, alter, translate or create any derivative works of the Software, or merge or combine the Software with any other software.

Property rights of intellectual property and copyright in the work shall be exercised by the Provider. The Provider grants the Customer a non-exclusive, transferable, time and purpose unlimited license to use the Product, the subjective intellectual property rights of the authors of the Product are not affected. In addition to the statutory cases, a breach of the entirety and limitations of the license granted to the Product by the Customer shall also be deemed a material breach of the Agreement. A more detailed specification of the terms and conditions of the license is defined in the Provider's EULA document for individual Products and Services.

6. Product return – withdrawal from the contract

 NFQES	Version:	1.0
	Page:	10 z 10

6.1 Right of withdrawal

A Subscriber who has entered a Contract with the Provider through the Provider's website or NFQES zone shall have the right to withdraw from the Contract without giving any reason within 14 days from the date of entering the Contract.

The Provider hereby points out that this right does not serve as a way of resolving the delivery of a defective Product or service.

In order to exercise the right to withdraw from the Contract, the Customer must inform the Provider of its decision to withdraw from this Contract by sending a notice of withdrawal within the aforementioned period of 14 days to the Provider by means of an unequivocal statement (e.g. a letter sent by post, telephone or email) to the address above or by the email specified in section 1.2 of this document.

To comply with the time limit for withdrawal from this Contract, if you send a notice exercising your right to withdraw from the Contract before the expiry of the relevant time limit.

6.2 Consequences of withdrawal

If the Customer withdraws from the Contract with the Provider, the Provider shall refund to the Customer without undue delay, but no later than 14 days from the date on which the Provider was informed of the decision to withdraw from the Contract, all payments received, but only if the Product and/or Service or any part thereof has not been withdrawn or consumed by the Customer. If the Customer has withdrawn or consumed part of the Product and/or Service, the Provider shall refund an adequate portion of the price of the Product or Service.

7. Final provisions

If the Customer believes that his/her rights have been violated, he/she may address his/her complaint to the Provider via the e-mail address support@nfqes.sk or info@brainit.sk in order to resolve the matter out of court. The Provider, as the operator of www.nfqes.com and <https://zone.nfqes.com>, is entitled to exercise the proprietary copyrights to these websites on the basis of copyright law and the applicable legislation of the Slovak Republic.

These VOP are displayed on the Provider's website and thus allow their archiving and reproduction by the Customer. The VOP are valid to the extent and wording that is indicated on the Provider's website on the date of sending the electronic Order. By sending the Order, the Customer confirms to the Provider that he/she has read these VOP and that he/she agrees with them. The Customer shall be sufficiently notified of these VOPs and shall have the opportunity to familiarize himself with them prior to the actual execution of the Order.

The rights and obligations of the contracting parties (Provider and Customer) under the Contract shall be governed by these VOP, unless otherwise provided in the Contract. If the Contract contains provisions deviating from the VOP, the wording of the Contract shall prevail over the wording of the VOP.

These VOP are valid and effective from 01.12.2024.