General Terms and Conditions for the Use of National Electronic Identity Card (eID)

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Definitions and Acronyms

Term/Acronym	Definition
Authentication	Unique identification of a person by checking his/her alleged identity.
CA	Certification Authority: A part of JCC Payment Systems structure responsible for issuing and verifying electronic Certificates and Certificate Revocation Lists with its electronic signature.
Certificate	Public Key, together with additional information, laid down in the Certificate Profile rendered unforgeable via encipherment using the Private Key of the Certificate Authority which issued it.
CP	Certificate Policy
CPS	Certification Practice Statement.
eID	Electronic Identity
eIDAS	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 and repealing Directive 1999/93/EC.
OCSP	Online Certificate Status Protocol.
OID	An identifier used to uniquely name an object.
Private Key	The key of a key pair that is assumed to be kept in secret by the holder of the key pair, and that is used to create electronic signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.
Public Key	The key of a key pair that may be publicly disclosed by the holder of the corresponding Private Key and that is used by Relying Parties to verify electronic signatures created with the holder's corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder's corresponding Private Key.
Qualified Certificate	Qualified Certificate is a Certificate issued by a CA which has been accredited and supervised by authorities designated by an EU member state and meets the requirements of eIDAS.
Qualified Electronic Signature	Advanced electronic signature that is created by a qualified electronic signature creation device, and which is based on a Qualified Certificate for electronic signatures.
QSCD	A Secure Signature Creation Device that meets the requirements laid down in eIDAS Regulation.
Relying Party	Entity that relies on the information contained within a Certificate.

Revocation	Permanent termination of the certificate's validity before the expiry date indicated in the certificate
Qualified trust service	A trust service, as defined in eIDAS, that meets the applicable requirements laid down in this Regulation.
Qualified trust service provider	A trust service provider who provides one or more qualified trust services and is granted the qualified status by the supervisory body.
JCC Payment Systems	A trust service provider.
Subject/Subscriber	A natural person
General Terms and Conditions for Use of National Electronic Identity (eID)	Present document that sets forth the terms and conditions under which a natural acts as a Subscriber/Subject and JCC Payment Systems provides the corresponding Trust Services.

1. General Terms

Present General Terms and Conditions describe main policies and practices followed by JCC Payment Systems and provided in CP and CPS for eID, that are also described in a supplemental and simplified way in the PKI Disclosure Statement (PDS).

1.1. The Terms and Conditions govern Subscribers' use of the eID Certificates and constitute a legally binding contract between Subscriber and JCC Payment Systems.

1.2. The Subscriber has to be familiar with and accept the Terms and Conditions for eID.

1.3. JCC Payment Systems has the right to amend the Terms and Conditions at any time and JCC Payment Systems should have a justified need for such amendments. Information on the amendments will be published on the website https://pki.jcc.com.cy/repository/terms-and-conditions/.

1.4. The Subscriber can apply for Cyprus National Electronic Identity (eID) consisted of:

1.4.1. EU Qualified Certificate for Electronic Signature (Natural Person)

1.4.2. Authentication Certificate for natural person

1.5. These Terms and Conditions are binding for Customers, Subscribers and Relying Parties of JCC Payment Systems, in parallel with JCC's CPS for eID which covers the applied practice of the Certification Authority for the provision of eID services. The CPS is available at https://pki.jcc.com.cy/repository/CPS.

2. Electronic Identity (eID) Acceptance

2.1. Upon submitting an application for an eID, the Subscriber confirms that he/she is familiar with and accepts the Terms and Conditions.

The following conduct constitutes eID Certificates acceptance for authentication certificates and for EU Qualified certificates for electronic signatures.

2.1.1. Failure of the Subscriber to object to the eID or its content within 24 hours from downloading it constitutes Certificate acceptance.

2.2. If the eID re-keying is performed the Subscriber confirms that he/she has read and agrees to the Terms and Conditions.

2.3. Certificate Type, Usage and Certification Procedure

Certificate Type	Usage	Certification Policy Applied and Published
For Qualified Electronic Signatures compliant with eIDAS.	Data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign	• JCC Payment Systems Certification Practice Statement for Cyprus National Electronic Identity (eID) https://pki.jcc.com.cy/repository/CPS/ • JCC Payment Systems Certificate Policy https://pki.jcc.com.cy/repository/CP/ • ETSI EN 319 411-2 Policy: QCP-n-qscd
For Authentication	Data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the Subscriber to authenticate himself	• JCC Payment Systems Certification Practice Statement for Cyprus National Electronic Identity (eID) https://pki.jcc.com.cy/repository/CPS/ • JCC Payment Systems Certificate Policy https://pki.jcc.com.cy/repository/CP/ • ETSI EN 319 411-1

3. Prohibitions of use

3.1. The Subscriber's eID Certificates shall not be used outside of the limits and contexts specified in JCC Payment Systems CPS for eID or for unlawful purposes, or contrary to public interest, or otherwise likely to damage the business or reputation of JCC. Indicatively, the use of Certificates is prohibited for any of the following purposes:

3.1.1. unlawful activity (including cyber-attacks and attempt to infringe the Certificate); issuance of new Certificates and information regarding Certificate validity;
3.1.2. issuance of new Certificates and information regarding Certificate validity;
3.1.3. enabling other parties to use the Subscriber's Private Key;
3.1.4. enabling the Certificate issued for electronic signing to be used in an automated way;
3.1.5. using the Certificate issued for electronic signing for signing documents which can bring about unwanted consequences (including signing such documents for testing purposes).
3.1.6. enabling the Authentication Certificate to create Qualified Electronic Signatures compliant with eIDAS.

Any use of JCC's services exceeding the above limitations limits JCC's liability for damages stated in section 8 of the present Terms and Conditions.

4. Reliance Limits

4.1. The information in the eID Certificates is correct. There are no errors or material misrepresentations of fact in the Certificate known to or originating from the entities approving the eID Application or issuing the Certificates.
4.2. Certificates become valid as of the date specified in the Certificate. The validity of the eID Certificates expires on the date of expiry indicated in the Certificates or if the eID is revoked.
4.3. Physical or digital archive records regarding eID applications, registration information and requests or applications for suspension, termination of suspension and revocation are retained for at least seven (7) years after the expiry of the relevant Certificate.
4.4. It is not possible to modify the eID certificates, the certificates shall be revoked and a new corrected shall be issued.
4.5. Subscriber has the right to purchase his electronic identity from any other eID provider at any time.
4.6. In case the Subscriber's electronic identity is lost or compromised, the Subscriber must notify JCC Payment Systems at (+357) 22 868 500 and request suspension or revocation as described in terms 5.3 and 5.4 below. In case the subscriber does not inform the Provider in accordance with the provisions of this term, is guilty of an offense and, in case of conviction, is subject to the penalties determined on the basis of Population Record Law.
4.7. In case the subscriber commits acts or omissions in violation of the relevant Regulations or Decrees issued under the Population Record Law, Subscriber may be imposed by an administrative fine which may not exceed two thousand euros (€ 2,000) for any infringement or non-compliance that occurs daily, regardless of whether there is a case of criminal liability.

5. Subscriber's Rights and Obligations

5.1. The Subscriber has the right to submit an application for issuing an eID

5.2. The Subscriber is obligated to:

5.2.1. accept the Terms and Conditions;

5.2.2. adhere to the requirements provided by JCC Payment Systems;

5.2.3. submit accurate, true and complete information in relation to the issuance of the eID Certificates;

5.2.4. not to continue with the eID issuance procedure, if the Subscriber is not legally eligible to do so, and/or if he/she is not an adult;

5.2.5. ensure that the credentials under which he gets access to the Private Key is used under his/her control and exercise reasonable care to avoid unauthorized use of it;

5.2.6. use his/her Private Key and Certificates in accordance with Terms and Conditions, including applicable agreements set out in Section 9, and the laws of Cyprus and European Union;

5.2.7. notify JCC Payment Systems of the correct details during a reasonable time, in case of a change in his/her personal details or of any inaccuracy to the Certificate content;

5.2.8. immediately inform JCC Payment Systems of a possibility of unauthorized use of his/her Private Key or if his/her Private Key has been lost, stolen, potentially compromised or if control over his/her Private Key has been lost due to a compromise of activation data (e.g. username, password) or other reasons such as compromise of his smartphone device (e.g. mobile phone) and immediately revoke his/her Certificate;

5.3. The Subscriber has the right to request the revocation of his/her eID by visiting one of the Service Provider's service areas and signing a revocation request form or via self-service web portal.

5.4. The Subscriber has the right to request the suspension of his/her eID by visiting one of the Service Provider's service areas and signing a revocation request form or via self-service web portal or by calling at (+357) 22 868500.

5.5. In case Subscriber has suspended his eID and didn't unsuspend it within 31 days, JCC is obligated according to the eID Government decrees to revoke Subscriber's eID.

5.6. In case Subscriber wants to unsuspend his certificate for the second or third time, Subscriber is obligated to pay the amount of 10 euros and 20 euros respectively.

5.7. Susbcriber has the right to suspend his eID up to 3 times. After three times of suspension of his eID, Subscriber will only have the option to revoke his eID.

5.8. **Security Precaution**

5.8.1. Subscriber is responsible for maintaining adequate security and control of any and all User IDs, Passwords, hints, personal identification numbers (PINs), or any other codes that he/she use to access the Account.

5.8.2. Subscriber must not disclose it to anyone else and must take appropriate steps to keep your information secure by not using an obvious password and ensuring that he/she keeps your password confidential.

5.8.3. Subscriber must not leave his/her password exposed i.e. must not write down the password on a sticky note on his/her desk

5.8.4. Subscriber is entirely responsible for all activities that occur through use of his/her password.

5.8.5. If Subscriber knows or suspects that anyone other than him/her knows his/her password or any other authentication information, he must promptly contact JCC Payment Systems at (+357) 22 868 500.

6. JCC Payment Systems Rights and Obligations

JCC Payment Systems is obligated to:

6.1. supply certification service in accordance with the applicable agreements set out in Section 9 and the relevant legislation;
6.2. keep account of the eID certificates issued by it and of their validity;
6.3. provide security with its internal security procedures;
6.4. provide the possibility to check the validity of certificates 24 hours a day;
6.5. ensure that the certification keys are protected by hardware security modules (i.e. HSM) and are under sole control of JCC Payment Systems;
6.6. ensure that the subscriber certification keys used in the supply of the certification service are activated on the basis of subscriber sole control;
6.7. keep records related to the Certificate applications submitted, the relative Certification Authority's event logs, as well as the Certificates, safely for seven (7) years after the revocation or expiration day of the Certificate;

7. Certificate Status Checking Obligations of Relying Parties

7.1. A Relying Party studies the risks and liabilities related to acceptance of the eID Certificates. The risks and liabilities have been set out in the relevant CPS and the CP. A Relying Part acknowledges that he/she has access to sufficient information to ensure that he/she can make an informed decision as to the extent to which he/she will chose to rely on the information in eID Certificates. A RELYING PARTY IS RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON THE INFORMATION IN THESE CERTIFICATES.

7.2. A Relying Party acknowledges and agrees that his/her use of JCC Payment Systems Repository and his/her reliance on any eID Certificate shall be governed by JCC Payment Systems applicable and relevant CPS as amended from time to time. The applicable CPS is published on the Internet in the Repository at https://pki.jcc.com.cy/repository/CPS and is available via e-mail by sending a request to: trust-policies@jcc.com.cy. Amendments to the applicable CPS are also posted in JCC Payment Systems Repository at https://pki.jcc.com.cy/repository/CPS.

7.3. A Relying Party shall verify the validity of the eID Certificates using current revocation status information prior to relying on a Signature or Authentication. In the case that not enough evidence is enclosed to the authentication certificates or EU Qualified certificates for electronic signatures, with regard to the validity of the Certificate a method by which the relying party may check Certificate status is by consulting the most recent Certificate Revocation List from the Certification Authority that issued the digital certificate on which you wish to rely.

7.4. A Relying Party follows the limitations stated within the eID Certificate and makes sure that the transaction to be accepted corresponds to the relevant CPS and CP. Generally: Certificates shall be used only to the extent use is consistent with applicable law. Certificates are not designed, intended, or authorized for use or resale as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage.

7.5. JCC Payment Systems ensures the availability of Certificate Status Services 24 hours a day, 7 days a week with a minimum of 99% availability overall per year with a scheduled downtime that does not exceed 0.5% annually.

7.6. JCC Payment Systems offers OCSP service for checking Certificate status. Service is accessible over HTTP protocol.

7.7. A Relying Party verifies the validity of the eID Certificates by checking Certificates validity against OCSP. JCC Payment Systems offers OCSP with following checking availability:

7.7.1. An OCSP service is free of charge and publicly accessible at http://ocsp.jcc.com.cy

7.7.2. The URL of the OCSP service is included in the certificate on the Authority Information Access (AIA) field in accordance with the Certificate Profile.

8. Limited Warranty and Disclaimer/Limitation of Liability.

8.1. The Subscriber and Subject are solely responsible for the maintenance of his/her Private Key and credentials that allows access to it.

8.2. The Subscriber and Subject are solely and fully responsible for any consequences of using their Certificates both during and after the validity of the eID Certificates.

8.3. The Subscriber and Subject are solely liable for any damage caused due to failure or undue performance of their obligations specified in the Terms and Conditions and/or the laws of Cyprus and European Union.

8.4. The Subscriber and Subject are aware that Electronic Signatures and Authentication given on the basis of expired or revoked Certificates are invalid.

8.5. JCC Payment Systems ensures that:

8.5.1. the certification service is provided in accordance with CPS, CP and the relevant legislation of European Union;

8.5.2. the CA certification keys are protected by hardware security modules (HSM) according to relevant CPS

8.5.3. The Subscriber certification Keys on a Remote QSCD are protected by hardware security modules (HSM) and are under sole control of JCC Payments Systems;

8.5.4. the certification keys used to provide the certification service are activated on the basis of shared control;

8.5.5. it has compulsory insurance contracts covering all JCC Payment Systems trust services to ensure compensation for damages caused by JCC Payment Systems breach of obligations;

8.5.6. it informs all Subscribers and Subjects before JCC Payment Systems terminates service of Certificates and maintains the documentation related to the terminated service of Certificates and information needed according to the process set out in CPS.

8.6. AS STATED IN THE RELEVANT CPS, JCC PAYMENT SYSTEMS PROVIDES LIMITED WARRANTIES AND DISCLAIMS ALL OTHER WARANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, LIMITS LIABILITY, AND EXCLUDES ALL LIABILITY FOR ANY LOSS OF PROFITS, LOSS OF DATA, OR OTHER INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE, DELIVERY, LICENSE, PERFORMANCE, NONPERFORMANCE, OR UNAVAILABILITY OF CERTIFICATES, ELECTRONIC SIGNATURES, ELECTRONIC SEALS, AUTHENTICATION OR ANY OTHER TRANSACTIONS OR SERVICES OFFERED OR CONTEMPLATED HEREIN, EVEN IF JCC PAYMENT SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF JCC PAYMENT SYSTEMS S.A. TO ALL PARTIES (INCLUDING YOU) EXCEED THE APPLICABLE LIABILITY CAP FOR SUCH CERTIFICATES SET FORTH, BELOW. THE COMBINED AGGREGATE LIABILITY OF JCC PAYMENT SYSTEMS TO ANY AND ALL PERSONS CONCERNING A SPECIFIC CERTIFICATE SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED ONE THOUSAND (1.000,00) EUROS FOR THE AGGREGATE OF ALL CERTIFICATES AND TRANSACTIONS RELATED TO SUCH CERTIFICATE.

8.7. SUBCRIBERS, SUBJECTS AND RELYING PARTIES ARE HEREBY NOTIFIED OF THE POSSIBILITY OF THEFT OR OTHER FORM OF COMPROMISE OF A PRIVATE KEY

CORRESPONDING TO A PUBLIC KEY CONTAINED IN A CERTIFICATE, WHICH MAY OR MAY NOT BE DETECTED, AND OF THE POSSIBILITY OF USE OF A STOLEN OR COMPROMISED KEY TO FORGE A SIGNATURE TO A DOCUMENT OR ATTEMPT OF AUTHENTICATION.

8.8. JCC PAYMENT SYSTEMS MAY DISCONTINUE THE VALIDATION PROCESS IF ANY INFORMATION PROVIDED BY THE SUBSCRIBER IS FOUND OR SUSPECTED TO BE INACCURATE OR FALSE OR IF AUTHENTICATION OF THE SUBSCRIBER IS NOT SUCCESSFUL. WITHOUT PREJUDICE TO PAR. 8.5, JCC PAYMENT SYSTEMS IS NOT IN ANY WAY LIABLE FOR THE AUTHENTICITY OR FALSENESS OF THE IDENTIFICATION DOCUMENTS SUBMITTED BY THE SUBSCRIBER NOR FOR ANY DAMAGE THAT MAY BE CAUSED THEREFROM TO THE SUBSCRIBER OR OTHER PERSONS.

9. Applicable Agreements, Policies, CP, CPS.

Relevant agreements, policies and practice statements related to Terms and Conditions for use of eID certificates are:

9.1. JCC Payment Systems Certificate Policy for Cyprus National Electronic Identity (eID), published at https://pki.jcc.com.cy/repository/CPS;
9.2. JCC Payment Systems Certification Practice Statement, for Cyprus National Electronic Identity (eID)published at: https://pki.jcc.com.cy/repository/terms-and-conditions/;
9.3. Certificate and OCSP Profiles for eID Certificates, published at: https://pki.jcc.com.cy/repository/crl/
9.4. Versions of all applicable documents are publicly available in the JCC Payment Systems repository https://pki.jcc.com.cy/repository
9.5. Cyprus Regulatory Administrative Act 157/2021
9.6. Cyprus Population Record Law, as amended by Law 59I/2021
9.7. Decree 65Z(a) about the issuance, renewal, suspension and re-activation procedures
9.8. Decree 65Z(b) about the issuance request and fees

10.Privacy Policy and Confidentiality

10.1. JCC Payment Systems follows the Privacy Policy, and all Cyprus and European Union legal acts, when handling personal information and logging information.

10.2. All information that has become known while providing services and that is not intended for disclosure (e.g. information that had been known to JCC Payment Systems because of operating and providing Trust Services) is confidential. The Subscriber has the right to obtain information from JCC Payment Systems about him/her pursuant to the law.

10.3. JCC Payment Systems secures confidential information and information intended for internal use from compromise and refrains from disclosing it to third parties (except information contained in the certificates which are necessary for the provision of the related trust services to the authorized Qualified Trust Service Provider Sub-Contractor) by implementing security controls.

10.4. JCC Payment Systems has the right to disclose information about the Subscriber or Subject to a third party who pursuant to relevant laws and legal acts is entitled to receive such information and provided that such disclosure is lawful according to EU and national data protection legislation.

10.5. Additionally, non-personalized statistical data about JCC Payment Systems services is considered public information. JCC Payment Systems may publish non-personalized statistical data about its services.

11.Refund Policy

11.1. In case of sale of the Certificate directly through JCC Payment Systems, the Subscriber has the right, under Article 8 § 1 of L. 133(I)/2013 as amended, to withdraw from the sales contract without stating the reasons within an exclusive time limit of fourteen (14) calendar days from the date of purchase. The exercise of this right shall be made in writing by the Subscriber to JCC Payment Systems, sending an email to trust-sales@jcc.com.cy. After that period, the right of withdrawal expires and JCC Payment Systems has no further obligation for the above cause.

11.2. Subject to section11.1 JCC Payment Systems handles refund case-by-case.

12.Applicable law, complaints and dispute resolution.

12.1. Any disputes related to the trust services provided under these terms shall be governed in all respects by and construed in accordance with the laws of Cyprus excluding its conflict of laws rules, and European Union as the location where JCC Payment Systems is registered as a CA. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

12.2. To the extent permitted by law, before any dispute resolution mechanism may be invoked with respect to a dispute involving any aspect of JCC Payment Systems Trust Services, the Subscriber or other party must notify JCC Payment Systems, and any other party to the dispute of any claim or complaint not later than thirty (30) calendar days after the detection of the basis of the claim, unless otherwise provided by law. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may seek legal resolution. All parties agree that the courts of Cyprus, shall have exclusive jurisdiction and venue for hearing and resolving any dispute regarding the interpretation and execution of these terms and the provision of JCC Payment Systems services.

12.3. The Subscriber or other party can submit their claim or complaint on the following email:
trust-policies@jcc.com.cy.

12.4. All dispute requests should be sent to contact information stated in these Terms and Conditions.

13.JCC Payment Systems and Repository Licenses, Trust Marks and Audit

13.1. JCC Payment Systems Ltd is a Qualified Trust Service Provider and is granted the qualified status by a supervisory body and is listed in the EU Trusted List for Trust Service Providers, following the submission of a conformity assessment report by an accredited Conformity Assessment Body.

13.2. JCC Payment Systems Trust Services for authentication certificates and for EU Qualified certificates for electronic signatures & electronic seals are register as a Qualified Trust Service Provider in the EU Member States trusted list as defined in Regulation (EU) No 910/2014 which include information related to the qualified trust service providers which are supervised by the competent Member State, together with information related to the qualified trust services provided by them, in accordance with the relevant provisions laid down in the Regulation.

13.3. The Cyprus Trusted List is available at the following URL: https://dec.dmrid.gov.cy/dmrid/dec/ws_dec.nsf/nationalcatalogue_en/nationalcatalogue_en?OpenDocument

13.4. The prerequisite requirement of this registration is in compliance with applicable regulations and standards.

13.5. The Conformity Assessment Body is accredited in accordance with Regulation (EC) No 765/2008 as competent to carry out conformity assessment of the Qualified Trust Service Provider and qualified Trust Services it provides.

14.Contact Information.

14.1. Qualified Trust Service Provider

JCC Payment Systems Ltd
Office: 1 Stadiou Str., 2571 Nisou Ind. Area, Nicosia, Cyprus
Tel: +357 22 868 500
Fax: +357 22 868 591
E-mail: trust-policies@jcc.com.cy
Web: http://www.jcc.com.cy

14.2. Requests for eID revocation are accepted via self-service web portal. In case a Subscriber does not perform revocation himself/herself in accordance with Section 3.4, of the CPS, he/she can request revocation by visiting one of the Service Provider's service areas and signing a revocation request form.

14.3. Requests for eID suspension are accepted via self-service web portal. In case a Subscriber does not perform suspension himself/herself, he/she can request suspension by contacting JCC Payment Systems at +357 22 868 500 or visiting one of the Service Provider's service areas and signing a suspension request form.

14.4. Website Information and contact details of the self-service web portal is available at: https://trust.jcc.com.cy/ and https://pki.jcc.com.cy/repository.

15.Validity of Terms and Conditions

If any provision of these Terms and Conditions, or the application thereof, is for any reason and to any extent found to be invalid or unenforceable, the remainder (and the application of the invalid or unenforceable provision to other persons or circumstances) shall not be affected by such finding of invalidity or unenforceability, and shall be interpreted in a manner that shall reasonably carry out the intent of the parties.