

GENERAL CONDITIONS OF COMPULSORY CERTIFICATE LIABILITY INSURANCE

Effective Date: January 27, 2005

A- SCOPE OF INSURANCE

A.1- Subject of Insurance

With this insurance; the liability of qualified electronic certificate holder persons or organizations and third parties for Losses that may occur as a result of the failure of the Electronic Certificate Service Provider (ECSP) that provides services related to qualified electronic certificates, time stamps and electronic signatures at national or international level to fulfill its obligations arising from the Electronic Signature Law is covered up to the compulsory insurance limits specified in the contract.

This insurance also provides coverage for legal expenses resulting from claims made against the insured.

A.2- Scope of Insurance Coverage

Certificate Liability Insurance;

A.2.1. Failure of ESHS to properly perform its duties regarding using secure products and systems, providing services in a reliable manner, and preventing certificates from being counterfeited and tampered with,

A.2.2. Incorrect information originating from ESHS in the content of certificates,

A.2.3. Errors resulting from incomplete or incorrect processing by ESHS of information provided by qualified electronic signature holders during the creation of certificates,

A.2.4. Failure to prepare certificates in full and in accordance with the contract made between ESHS and qualified electronic signature holders, etc. It covers material Losses arising from the fault, negligence or lack of due diligence of ESHS and the personnel whose actions it is responsible for.

Material Losses arising from certificates accepted by ESHS operating in Turkiye belonging to another ESHS established in a foreign country that the insurer is aware of are also included in the scope.

A.3- Duration of the Insurance Contract

The duration of the contract is freely determined between the parties. The start and end dates must be written in the policy as day and hour.

A.4- Cases Excluded from Coverage

Depending on the liability arising from one or more of the following cases;

A.4.1. War, enemy actions, clashes (whether war is declared or not), revolution, rebellion and the disciplinary military actions required by these,

A.4.2. Ionizing radiations or radioactivity contaminations arising from any nuclear fuel or nuclear wastes resulting from the combustion of nuclear fuel or the reasons attributed to them and the disciplinary and military measures required by these,

A.4.3. Natural disasters such as earthquakes, volcanic eruptions, sea quakes, floods, inundations and inundations, landslides,

A.4.4. Losses arising from actions taken by public authorities and not caused by the fault of ESHS,

A.4.5. Problems occurring in the communication infrastructure and information processing infrastructure not under the direct control of ESHS,

A.4.6. Use of qualified electronic signature by the signatory for illegal purposes,

A.4.7. Transactions carried out with the same qualified electronic certificate that is not cancelled by ESHS on a date after the insurer or the policyholder is notified and causes a second or more damage,

A.4.8. Losses arising from failure to adhere to the principles and technical standards determined by the laws, regulations and communiqués related to the subject of activity are excluded from the insurance coverage.

B- LOSSES AND COMPENSATION

B.1- Realization of the Risk

Due to ESHS's failure to fulfill its obligations arising from the Law during the contract period, as a result of which the certificate holder or third parties suffer damage during or after the contract period;

B.1.1. The risk occurs on the date the insured person makes a payment with the knowledge of the insurer, or,

B.1.2. The court decides that the damage has occurred and that this damage is due to the liability of ESHS, or, B.1.3. The risk occurs on the date the insured person learns about the case upon notification.

B.2- Obligations of the Policyholder and the Insured Regarding the Risk

In the event of a risk occurring, the insured/insured is obliged to fulfill the following:

- a) According to this contract, to notify the insurer of an event that will require his/her responsibility within five days from the moment he/she becomes aware of it,
- b) To take the necessary rescue and protection measures as if he/she were not insured and to comply with the reasonable instructions to be given by the insurer for this purpose,
- c) Upon the request of the insurer, to provide information and documents that are useful for determining the cause of the event and damage, the circumstances and conditions under which it occurred and its consequences, the compensation obligation and amount, and the exercise of the right of recourse, without delay,
- d) In cases where a compensation claim is made due to the damage, through lawsuits or other means, or if a criminal prosecution is initiated against him/her, to immediately inform the insurer of the situation and to immediately provide the insurer with all the notifications, invitations and similar documents he/she has received regarding the damage claim and criminal prosecution,
- e) If there are any other insurance contracts related to the subject of the insurance, inform the insurer about them.

B.3- Compensation and Payment

In the event of the occurrence of the risk, except for special cases, the documents to be requested must be included in the policy annex. The insurer completes the necessary investigations within ten business days from the date on which the requested compensation and expenses, the claimant's report of determination regarding the incident and damage subject to compensation or the expert report and other necessary documents included in the policy annex are fully submitted to the company's headquarters or institutions and pays the compensation for material Losses that are not contrary to the contract.

B.4- Subrogation

The insurer legally replaces the insured for the amount of compensation it has paid.

C- MISCELLANEOUS PROVISIONS

C.1- Payment of Insurance Premium and Commencement of the Insurer's Liability

The insurer's liability begins with the payment of the entire premium or, if payment in installments is agreed, the first installment upon delivery of the policy. Unless otherwise agreed, if the entire premium or the first installment is not paid, the insurer's liability does not start even if the policy is delivered and this condition is written into the policy.

In case of default in premium payment, the provisions of the Code of Obligations apply.

C.2- Insured's/Policyholder's Declaration Obligation at the Time of Contract

C.2.1. The insurer makes the insurance contract based on the declaration of the policyholder or the insured and the answers given to the questions written in the proposal and its annexes, if any.

C.2.2. If the declaration of the policyholder/policyholder is incorrect or incomplete and this situation causes the insurer not to make the contract or to make it with more severe conditions, the insurer may withdraw from the contract within one month from the date of learning about the situation or may request the premium difference within the same period by keeping the contract in force.

C.2.3. If the policyholder does not notify within eight days that he/she accepts the requested premium difference, the contract is withdrawn. However, withdrawal from the contract due to non-acceptance of the premium difference must occur within one month from the date on which the insurer learns about the false or incomplete declaration.

C.2.4 If it is understood that the insured/policyholder acted intentionally, the insurer may withdraw from the contract and shall be entitled to the premium calculated on a daily basis.

C.3 Declaration Obligation During the Continuation of the Contract

If a change affecting the risk is made without the permission of the insurer during the continuation of the contract, the policyholder or the insured is obliged to notify the insurer of the situation within eight days.

After the situation is learned by the insurer, if the change requires the insurer not to conclude the contract or to do so under more severe conditions, the insurer terminates the contract within eight days or keeps the contract in force by requesting the premium difference. If the policyholder does not notify that he/she accepts the requested premium difference within eight days, the contract is terminated.

The premium for the period until the date on which the termination becomes effective is calculated on a daily basis and the excess is returned.

The right to request a termination or premium difference that is not used in due time is void.

If the insurer, who learns of the change in the risk, takes an action indicating that he/she agrees to the continuation of the insurance provision, the right to request a termination and premium is void.

If the change is of a nature that mitigates the risk and requires a lower premium application: The insurer returns the premium difference to be calculated on a daily basis for the period from the date of this change until the termination of the contract to the insured. In cases requiring the insurer not to conclude the contract according to these changes or to conclude it with more severe conditions:

a) Before the insurer learns of the situation,

b) Within the period in which the insurer can give notice of termination,

c) Within the period in which the notice of termination becomes effective, if the risk occurs, the insurer shall pay the compensation according to the ratio between the accrued premium.

C.4. Protection Obligation During the Continuation of the Contract

C.4.1 The insured is obliged to carry out all transactions related to the protection of the signature creation data used for the purpose of signing the certificates, as if he were not insured, throughout the term of the contract, taking into account the amount and duration of the risk.

C.4.2. The insured must immediately notify the insurer when he realizes that the signature creation data used for the purpose of signing the certificates is subject to unauthorized use or a similar security breach.

C.4.3. The policyholder must notify the insurer as soon as he becomes aware of any security breach related to the liability he insured, after taking the necessary measures.

C-5 Change of the Insured (ESHS)

If there is no contract to the contrary, if the insured changes during the contract period, the contract continues with the new insured.

C-6 Multiple Insurance

If the policyholder or the insured makes another insurance contract with other insurance companies for the same risks and for the same period, he/she is obliged to notify the insurers immediately.

C.7- Notifications and Notices

C.7.1 The insured/insured's notifications are made to the insurance company's headquarters or the agency mediating the insurance contract.

C.7.2 The insurer's notifications are also made to the insured/insured's address shown on the policy or to the last reported address if this address has changed, by notary or by registered mail.

C.7.3 Notifications made to the parties by letter or telegram delivered by hand against signature are also considered registered mail.

C.7.4 Notifications made electronically using secure electronic signatures and that can be proven to have reached the insured/policyholder are also considered valid.

C.8- Keeping Commercial and Professional Secrets Safe

The insurer and those acting on behalf of the insurer are responsible for any Losses arising from failure to keep commercial, technical and professional secrets that they will learn about the insured/policyholder due to the conclusion of this contract.

C.9- Competent Court

In cases to be filed against the insurer due to disputes arising from the insurance contract, the competent court is the court responsible for hearing commercial cases at the place where the headquarters of the insurance company or the residence of the agency mediating the insurance contract is located, and in cases to be filed against the insured/policyholder, the court responsible for hearing commercial cases at the place where the defendant resides.

C10- Statute of Limitations

All claims arising from the insurance contract become time-barred in two years.

C.11- Special Conditions

Special conditions may be included in the insurance contract, provided that they are not to the detriment of the insured / policyholder.

C.12- Entry into Force

These General Conditions shall enter into force on the date of publication.

These general conditions shall enter into force on 27/01/2005.