form ID 10





AFFIX BARCODE LABEL HERE

# APPLIKAZZJONI GHAL KARTA TAL-IDENTITÀ MALTIJA APPLICATION FOR A MALTESE IDENTITY CARD

**Għal użu uffiċjali** For official use only

**Għal Użu Intern -** For Internal Use

Sena/Year	14-15	16-17	18+	Арр.	URĠENTI <i>URGENT</i>	HUB TA' SERVIZZ.GOV SERVIZZ.GOV HUB	ĠBIR COLLECTION
SEZZJONI A	SECTION A						
	<b>TALJI TAL-AI</b> LICANT'S DE	PPLIKANT/A TAILS					
Numru tal-Ka		à					

ID Card Number	L																				上			 
<b>Isem</b> Name	L																			L				
	L																							
Magħruf bħala (isem) Name k/a	L																							
	L																							
<b>Kunjom</b> Surname	L																							
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<b>Maghruf bhala (kunjom)</b> Surname k/a	L																			L				
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<b>Data tat-Twelid</b> Date of Birth	D		N	1 1	1 Y	Y	Υ	Y	7															
Post tat-Twelid Place of Birth																								

ADDRESS (PROPERTY DETAILS) Numru Number Isem Name Isem tat-Tria Street Name Lokalità Locality **SEZZJONI B / SECTION B** NRU. TAL-KARTA TAL-PERMESS TAR-RESIDENZA JISPIĆĆA BL-ITTRA 'A' (JEKK APPLIKABBLI) RESIDENCE PERMIT DOCUMENT NUMBER ENDING WITH THE LETTER 'A'. (IF APPLICABLE) Timtela biss jekk il-persuna għadha kemm akkwistat ċittadinanza Maltija u diġà kellha fil-pussess tagħha permess ta' residenza bin-numru li jispiċċa bl-ittra 'A'. To be filled only if the applicant has just acquired Maltese Citizenship and was already in possession of a residence permit card with a number ending with 'A'. Permess ta' Residenza Residence Card no. SEZZJONI C / SECTION C **DETTALJI TA' KUNTATT** CONTACT INFORMATION **Numru tat-Telefown** Telephone Number Numru tal-Mowbajl Mobile Number Indirizz tal-Imejl Email Address Nixtieq napplika għall-kont tal-eID Iva Le I want to apply for an eID account Yes No

#### SEZZJONI D / SECTION D

INDIRIZZ (DETTALJI TAL-PROPJETÀ

Din is-Sezzjoni trid timtela f'każijiet fejn l-applikant/a mhux/mhix f'pożizzjoni li j/tipproduċi l-Karta tal-Identità preċedenti tieghu/taghha. Ix-Xhud, li t/jrid ikun ilu/ilha j/taf lill-applikant/a ghal mill-anqas sentejn, j/tista' j/tkun Ufficjal Pubbliku, mhux inqas minn grad ta' Principal (jew ekwivalenti), persuna ta' professjoni, sacerdot jew kwalunkwe persuna ohra ta'

This Section has to be filled in cases where the applicant is not in a position to produce his/her previous Identity Card. The Witness, who must have known the applicant for at least two years, should be a public officer not below the grade of Principal (or equivalent), a professional person, a Minister of Religion or any other person of similar standing.

L-Applikant/a j/trid j/tipprovdi ritratt meħud riċentement, daqs tal-passaport, approvat mix-Xhud li t/jrid t/jikteb "Niċċertifika li din hija xbieha vera ta' ... (isem u kunjom tal-applikant/a)" inkluż il-firma tax-Xhud fuq in-naħa ta' wara

The applicant has to provide a recently taken passport-size photo to be endorsed by the Witness thus "Certified true likeness of Mr/Ms... (name and surname of applicant)" including the signature of the witness on the back of the photo.

**DETTALJI TAX-XHUD** DETAILS OF WITNESS Isem u Kunjom tax-Xhud Name and Surname of Witness Numru tal-Karta tal-Identità ID Card Number Indirizz Address **Professioni** Occupation Numru tat-Telefown Telephone Number Dikjarazzjoni tax-Xhud - Declaration by the Witness Jien, ix-Xhud, qieghed nivverifika l-identità tal-applikant/a, indikat/a f'Sezzjoni 1, ghall-finijiet ta' applikazzjoni ghall-Karta tal-Identità. Niddikjara wkoll li jien ilni naf lill-applikant/a għal mill-inqas dawn l-aħħar sentejn. I, the Witness, am verifying the identity of the applicant, indicated in Section 1, with regards to his/her application for an Identity Card. I also declare that I have known the applicant for at least 2 years. Firma tax-Xhud Timbru tax-Xhud Signature of Witness Rubber stamp of Witness Data D D M M Y Y Y Date **DIKJARAZZJONI TAL-APPLIKANT/A** DECLARATION BY THE APPLICANT Jien, l-Applikant/a, giegħed/ giegħda niddikjara li ged nissottometti din il-formola peress li m'iniex f'pożizzjoni li nipprovdi

l-Karta tal-Identità precedenti.

I, the Applicant, declare that I am submitting this form because I am not in a position to provide the previous Identity Card.

Firma tal-Applikant/a Data Signature of Applicant Date

Kull data miġbura u pprocessata hija konformi mal-Att dwar il-Karta tal-Identità u Dokumenti oħra tal-Identità (Kap 258) u mar-Regolamenti Generali dwar il-Protezzjoni tad-Data (UE) 2016/679 kif ukoll skont ligijiet ohra applikabbli jew linji gwida li jkunu ppubblikati minn żmien għal żmien.

All data furnished is processed in accordance with Identity Card and other Identity Documents Act (Ch 258) and the General Data Protection Regulation (EU) 2016/679 as well as any other applicable law or guidelines published from time to time.

SEZZJONI E (FOR INTERNAL USE) / SECTION E (GĦALL-UŻU INTERN)											
07 FORMOLI FORMS											
Applikazzjoni (ID5) ID5 Application											
Prova tal-indirizz Proof of address											
Ftehim tal-Abbonat/a Subscriber Agreement											
Formola Elettorali Electoral Form											
Rapport tal-Pulizija Police Report											
Ittra ta' Konferma maħruġa minn Komunità Malta¹ Confirmation Letter issued by Komunità Malta											
1 - Tapplika biss f'każijiet fejn l-applikant/a akkwista/t Ċittadinanza Maltija - Applicable only in cases where the applicant has acquired Maltese Citizenship											
* SEZZJONI F / SECTION F  OB DIKJARAZZJONI TAL-APPLIKANT/A DECLARATION BY THE APPLICANT  Jien niddikjara illi, sa fejn naf jien:											
a) l-informazzjoni kollha li niżżilt fuq din il-formola hija korretta; b) jien ċittadin/a ta' Malta; ċ) jekk applikabbli, il-Karta tal-Identità tiegħi hi mitlufa jew misruqa d) l-indirizz imniżżel f'Sezzjoni A.02 jirreferi għal post abitabbli u huwa l-post prinċipali ta' residenza tiegħi.											
I declare that, to the best of my knowledge and belief:  a) the information in this application is correct;  b) I am a citizen of Malta  c) if applicable, my Identity Card is lost or stolen  d) the address shown in Section A.02 refers to an habitable residence and is my primary place of residence.											
Jien											
(daħħal isem u kunjom / insert name and surname)											
numru ta' Karta tal-Identità identity document number											
qrajt u fhimt kull ma jidher f'din il-formola. have read and understood all contents of this form.											
Firma tal-Applikant/a Signature of Applicant											

## SEZZJONI Ġ / SECTION G

# **GHALL-UŻU UFFIĊJALI\***FOR OFFICIAL USE

Jiena nfurmat li biex inkun nista' niġbor il-karta tal-identità l-ġdida tiegħi jiena rrid nippreżenta l-karta tal-identità l-qadima tiegħi jew il-karta tal-identità temporanja (karta roża)

I am informed that in order to pick up the new identity card, I have to present the old identity card or the temporary identity card (pink form).

URĠENTI / URGENT																									
Jiena hawn taħt iffirmat/a nitlob li tinħariġli l-karta tal-identità b'mod urġenti minħabba: I the undersigned request that my Identity Card is issued urgently because of:																									
(agħti r-raġuni/ give reas	 on <b>).</b>																								
Firma tal-Applikant/a Signature of Applicant																									
<b>Uffiċjal ta' Identità</b> Identità's Officer																									
ĠBIR TAL-KARTA TAL-ID Tinġabar mit-Taqsim						F E-	-ID	CA	RD																
Jiena hawn taht iffirmat of the undersigned am cho	qed nag	jħżel li	niġi ı	niġb	or il-																Ηοι	use,	Bla	ıta	l-Bajda.
Tinġabar mill-Hub ta Jiena hawn taħt iffirmat o			i <b>niģi</b> i	niġb	or il-	kart	ta t	al-i	den	tità	tie	egħi	mil	l-u1	ffiċ	ċji	ta'	Se	rviz	zz.g	jov	li jiı	nsal	b	
I the undersigned am cha	osing t	o pick	up n	ny ic	lenti	ty c	ara	l frc	om S	erv	'izz	.gov	/ hu	ıb s	itu	ate	ed i	n _							
<b>Firma</b> Signature												_													
<b>Uffiċjal ta' Identità</b> Identità's Officer												_													

### L-AVVIŻ DWAR IL-PRIVATEZZA / PRIVACY POLICY

#### FORMOLA ID10 - APPLIKAZZJONI GHAL KARTA TAL-IDENTITÀ MALTIJA / FORM ID10 - APPLICATION FOR A MALTESE ID CARD

Bis-sottomissjoni tal-Formola Applikazzjoni ghal Karta tal-Identità Maltija flimkien ma' dokumenti necessarji ohra annessi maghha, inti qed tipprovdi lil Identità b'informazzjoni personali, u ghalhekk issir suġġett għad-data.

L-għan ta' dan l-avviż dwar il-privatezza, huwa sabiex inkunu konformi mal-obbligi gusti u trasparenti taht ir-regolamenti ģenerali dwar il-protezzjoni tad-data, u biex ninfurmawk dwar min se jkun ged jippročessa l-informazzjoni tiegħek, għal liema għan, għal kemm żmien se tinžamm, ma' min se tkun qed tigʻi kondiviża/ titqassam u dwar id-drittijiet tieghek bhala suģģett għad-data taħt ir-regolamenti ģenerali dwar il-protezzjoni tad-data.

Inti tista' tissottometti informazzjoni personali ta' individwi ohra permezz ta' din il-Formola (eż. rakkomandant, xhud eċċ). Identità stabbilit li, f'tali ċirkostanzi, ikun impossibbli li tinforma lil dawn l-individwi u tali eżercizzju jirrikjedi sforzi kbar. Identità se tapplika miżuri adegwati sabiex tipproteġi d-drittijiet, il-libertajiet u l-interessi leġittimi ta' dawn l-individwi.

By submitting Form ID10 – Application for a Maltese Identity Card and the attachment(s) required (altogether the "Form"), you provide Identità with personal data (the "Data") and thus become a "data subject"

The aim of this policy is to comply with our transparency and fairness obligations under GDPR and to inform you about who will be processing your Data, for what purpose, for how long it will be kept, with whom it will be shared and about your rights as a data subject under GDPR.

You may submit personal data of individuals other than yourself with this Form (i.e. recommenders, witnesses, etc.). Identità has assessed that, in said cases, informing these individuals proves impossible and would individuals proves impossible and would involve a disproportionate effort. Identità will still take appropriate measures to protect the rights, freedoms and legitimate interests of these individuals.

#### Uffiċjal għall-Kontroll tad-Data u Protezzioni tad-Data

Identità hija l-kontrollur tad-data, li jfisser li hija l-entità li tistabbilixxi l-ghanijiet u l-mezzi li bihom tigbor u tipprocessa l-informazzjoni tieghek b'rabta ma' din

ldentità hija aģenzija tal-Gvern ta' Malta li toffri servizzi b'rabta ma' Karti tal-Identità, Passaporti, Viżi, Espatrijati u Reģistru

L-Ufficjal tal-Protezzjoni tad-Data Identità huwa responsabbli li jindirizza kwalunkwe mistoqsija b'rabta ma' dawn ir-regolamenti u b'mod in generali dwar attivitajiet ta' processar ta' data li jsir minn Identità. L-Ufficjal tal-Protezzjoni tad-Data ta' Identità jista' jkun ikkuntattjat f'dan l-indirizz:

Ufficjal tal-Protezzjoni tad-Data

Triq il-Wied, Msida, MSD 9020. Malta Email: dataprotection.identita@gov.mt

# Data Controller and Data Protection

Identità is the data controller, meaning the entity that defines the purposes and means for collecting and processing your

Data in relation to this Form.
Identità is an Agency of the Government of Malta, delivering services related to Identity Cards, Passports, Visas, Expatriates and Public Registry.

Identità's Data Protection Officer is responsible to attend any query related to this policy and in general to personal data processing activities conducted by Identità. The Data Protection Officer may be contacted using the details below. Postal Address:

Data Protection Officer

Identità

Valley Road, Msida, MSD 9020 Malta E-mail: dataprotection.identita@gov.mt

#### Għanijiet u bażi legali

L-għanijiet wara l-ġabra ta' informazzjoni permezz ta' din il-formola huma sabiex tkun pročessata l-applikazzjoni tiegħek għal karta tal-identità Maltija u biex tkun miżmuma b'mod elettroniku fis-sistemi tat-teknoloģija ta' Identità. L-informazzjoni personali tiegħek tista' tkompli tkun ipproċessata minn Identità sabiex tistabbilixxi l-urġenza tal-applikazzjoni tiegħek (Formola ĬD18) u biex tikkonferma li l-Karta tal-Identità se tingabar minn persuna awtorizzata (Formola ID13).

Il-bazi legali għall-ipprocessar tal-informazzjoni hija t-twettiq ta' kompitu fl-interess pubbliku minn Identità u b'mod konformi mal-obbligi legali taħt Artiklu 5 Kap. 258 tal-Ligijiet ta' Malta (Att dwar il-Karta tal-Identità u Dokumenti oħra tal-Identità). L-'uffiċjal awtorizzat' imsemmi minn din il-liģi hija Identità - Taqsima tal-Karti tal-Identità.

Aħna kburin li nżommu d-data tiegħek sigura u se nieħdu l-miżuri tekniċi u organizzattivi sabiex inħarsu d-data tiegħek kontra pprocessar mhux awtorizzat jew illegali, inkluż kontra telf, qerda, ħażna jew access accidentali. Id-data personali tiegħek tinżamm f'fajls tal-karti u/jew b'mod elettroniku fuq id-databases.

### Purposes and legal basis

The purposes for processing personal data collected within this form is to process your application for a Maltese ID Card and to populate Identità's databases. Your personal data may be further processed by Identità in order to establish the urgency of your application (Form ID18) and to confirm that the ID Card is collected by an authorized

person (Form ID13).
The legal basis for processing the Data are the performance of a task carried out in the public interest by Identità and compliance with the legal obligation deriving from Article 5 of Cap. 258 of the Laws of Malta (Identity Card and Other Identity Documents Act). The "authorized officer" mentioned by this law is Identità Identity Cards Unit.

Identity Cards Unit.
We take pride in keeping your data secure and will take appropriate technical and organisational measures to protect your data against unauthorised or unlawful processing, including against accidental loss, destruction, storage or access. Your personal data will be stored in paper files and for electropically an our databases. and/or electronically on our databases.

## 3. Min se jaċċessa l-informazzjoni personali

L-impjegati ta' Identità se jkollhom aċċess għall-informazzjoni personali sabiex jipprocessaw din il-formola.

Din l-informazzjoni tista' tkun trasferita lil dipartimenti fi haan Identità sabiex tiffacilita t-twettiq tas-servizz mitlub permezz tas-sottomissjoni ta' din il-formola. L-informazzjoni se tkun trasferita wkoll lill-Kummissjoni Elettorali ta' Malta, u jekk ikun il-każ, tista' tiġi aċċessata wkoll minn fornituri ta' Identità li jieħdu tigi accessata il-manutenzjoni tad-databases tal-Aaenziia.

Dan se jsir fuq il-linji gwida tal-Liģi tal-Protezzjoni tad-Data, filwaqt li hemm bosta arranģamenti sabiex jiggarantixxu s-sigurtà ta' dawn it-trasferimenti, u biex kollox isir skont il-liģi.

Taht čerti kundizzjonijiet, Identità tista' tiżvela l-informazzjoni tieghek ma' partijiet terzi, (bhal entitajiet Governattivi ohra u awtoritajiet ghall-infurzar tal-liġi) jekk ikun nećessarju, u ghal ghanijiet spećifići u

L-informazzjoni ma tiģix trasferita lejn pajjiżi terzi jew organizzazzjonijiet internazzjonali.

#### Recipients of personal data

Data will be accessed by Identità employees in charge of processing the Form.

It may also be transferred to other departments within Identità in order to facilitate the delivery of the service requested by submitting this Form.

Data will also be transferred to the Electoral Commission of Malta, and in case the need arises, it may be accessed by the suppliers of Identità in charge of maintaining Identità 's databases.

This will be done in line with data protection

legislation, and arrangements are in place

lawfulness of these transfers.

Under certain conditions, Identità may disclose your information to other third parties, (such as other Government entities or law enforcement authorities) if it is necessary and proportionate for lawful, specific purposes.

Data will not be transferred to third countries or international organisations.

#### 4. Perjodu ta' żamma

L-informazzjoni provduta tinżamm għal ħames snin mid-data tal-mewt tal-applikant.

### Storage period

Data will be retained for five (5) years after the applicant's date of death.

#### 5. Id-drittijiet tiegħek

Tista' taghmel kuntatt mal-Ufficjal tal-Protezzjoni tad-Data sabiex teżercita d-dritt tieghek ghal access, tirratifika jew jekk jinqala' l-bżonn, thassar id-Data, b'konformità mal-liģijiet li japplikaw.
Ghandek ukoll id-dritt li toġġezzjona ghall-ipprocessar tad-data fi kwalunkwe żmien, abbażi ta' sitwazzjonijet partikolari. Jekk thoss li Identità kissret xi drittijiet

dwar il-protezzjoni tad-data tieghek tista' tissottometti l-ilment tiegħek lill-awtorità responsabbli fl-Istat Membru fejn inti tgħix, jew fejn inti taħdem, jew lill-awtorità responsabbli fl-Istat Membru fejn ายคุณเลยมน์ การเรนส Membru fejn allegatament inkissru dawn id-drittijiet.

#### Your rights

You can contact the Data Protection Officer in order to exercise your right to access, rectify and, as the case may be, erase the Data, in compliance with applicable laws. You also have the right to object to the processing of Data at any time, on grounds relating to your particular

If you feel that Identità has infringed your data protection rights, you may submit a complaint to the supervisory authority of the Member State of your habitual residence or place of work, or, alternatively, to the supervisory authority of the Member State where the alleged infringement has taken place.

#### **IDENTITY CARDS UNIT**

### SUBSCRIBER AGREEMENT FOR

#### a the E-ID account and

#### **b** certificates

#### c terms common to e-ID account and certificates WITHIN THE NATIONAL ELECTRONIC IDENTITY CARD

Subscribers must carefully read the terms and conditions in this Subscriber Agreement (the 'Agreement') prior to use of any Electronic Identity Account ('the e-ID Account') and/or Authentication and Qualified Electronic Signature Certificates (jointly referred as the 'Certificates') within the National Electronic Identity Card (the 'e-ID') issued by the Government

#### 1. Subject Matter

This Agreement contains the terms and conditions under which a Subscriber shall use:
a) the e-ID Account;
b) the Certificates.

b) the Certificates.
The provision of e-ID Account and Certificates services are strictly related. The e-ID may require use of the Certificates for the delivery of e-Services that require enforced authentication. This Agreement also contains the terms and conditions relating to the use and reliance upon the Certificates as per the Trusted Service Provider's ("TSP") Certificate Policy ("CP"), which can be found at https://repository.qca.gov.mt

#### 2. Entire Agreement.

Zintrie Agreement.

This Agreement, together with Certificate Policy in the case of the Certificates, forms the entire and sole agreement between the Government of Malta and the Subscriber with respect to the Subject Matter of this Agreement and shall supersede all previous negotiations, communications and other agreements whether written or oral relating to it. There are no representations, terms, statements or conditions binding on the parties other than those contained in this Agreement and the CP and the Subscriber has not relied or is not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated in this Subscriber Agreement. Nothing in this paragraph shall affect any party's liability for fraud or fraudulent misrepresentation. Should any of the provisions of this Agreement contradict the provisions of the CP in relation to the Certificates, the CP shall prevail.

Unless otherwise stated in this Agreement, the terms and words used in this Agreement in relation to the Certificates, have the same meaning as in the TSP's glossary which can be found at https://repository.qca.gov.mt. 'NIDMS Application Form' refers to the application form signed by the citizen to be issued with the National Electronic Identity Card – Form ID 10.

#### PART A - TERMS SPECIFIC TO F-ID ACCOUNT

#### 4 Authority responsible for e-ID Account

The Authority responsible for the e-ID Account and for the relative terms and conditions set out hereunder shall be the Reaistration Authority ('RA'). Identità (Identity Cards Unit) shall act as the RA.

#### 5 Use of e-ID Account

The Subscriber shall

a) ensure that his/her usernames, passwords and activation links relating to the e-ID Account ("e-ID Credentials") are not compromised:

compromised; b) immediately notify the RA on becoming aware that his/her e-ID Credentials are compromised, or there is substantial risk of

e-ID Credentials are compromised, or there is substantial risk of compromise; c) ensure that all information provided to the RA in relation to the generation and issuance of his/her e-ID Account (including all information submitted by him/her during the registration process) is true, complete and up-to-date; d) immediately notify the RA if there is any change to his/her e-ID registration information or any other information provided to the RA; e) make use of his/her e-ID Account only for the purposes for which it was issued, notably to access and use e-Services, and within the usage and reliance limitations as specified in this Agreement and all other applicable laws, agreements and terms and conditions of use related to the subject matter of this Agreement;

Agreement;
f) check the details set out in his/her e-ID Account on receipt and promptly notify the RA if incorrect or improper information has been created

#### 6. Warranties by the RA on the e-ID Account

The Subscriber agrees that use of the e-ID Account, including access and usage of any functionality or multiple profile contained in the e-ID Account as well as access and usage of any electronic service connected to the electronic portal of the Government of Malta is solely at the Subscriber's own risk. The RA expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. The Subscriber understands and agrees that any transaction, material and/or data downloaded or otherwise obtained through the use of e-ID Account is done at the Subscriber's own discretion and risk and that usage of the e-ID Account may be construed as an 'electronic signature' in terms of the Maltese Electronic Commerce Act.

#### 7. Warranties by the Subscriber on the use of the e-ID Account.

The Subscriber warrants:

The Subscriber warrants:

a) that he/she is solely responsible for any use as well as the contents of any transmission, message or transaction performed through the usage of the e-ID Account including all functionalities and profiles that can be assigned to and/or generated by him/her through the use of the e-ID Account;

b) to all Service Providers who will grant access to any electronic service provided through the portal of the Government of Malta ("Service Providers") that (i) to the best of his/her knowledge, no unauthorized person has ever had access to his/her e-ID Account and that the e-ID Account is being used

exclusively for appropriate, authorised and lawful purposes; and (ii) at the time that any act, use or transaction is carried out or performed through by any other person or organisation on behalf of the Subscriber through the use of the assignment and/or delegation function available in the e-ID Account was validly authorised by the Subscriber and that such authorization was not revoked by the Subscriber; (iii) all representations made and documents submitted by the Subscriber (iii) all representations made and and registration for the e-ID Account are true and up-to-date.

#### 8. Indemnity on the e-ID Account.

8. Indemnity on the e-ID Account.

The Subscriber shall indemnify the RA and/or the Service Providers for any loss, damage and expense of any kind, arising out or in connection with (a) the manner and extent of the use of the e-ID Account by the Subscriber and/or by any person or organisation which the Subscriber appoints, assigns or delegates to appear and act on behalf of the Subscriber; (b) any negligence or wilful misconduct made by the Subscriber when using his/her e-ID Account and/or by any person or organisation which the Subscriber appoints, assigns or delegates to appear and act on behalf of the Subscriber; (c) any falsehood or misrepresentation of fact by the Subscriber and/or any person or organisation which the Subscriber ond/or on person or organisation which the Subscriber and/or any person or organisation which the Subscriber and/or any person or organisation which the Subscriber appoints or delegates to appear and act on behalf of the Subscriber of sisclose a material fact with the intent to deceive the RA or the Service Providers; (e) any failure by the Subscriber and/or any person or organisation which the Subscriber appoints, assigns or delegates to appear and act on behalf of the Subscriber to prevent the compromise, loss, disclosure, modification, or unauthorized use of their e-ID Credentials; and (f) any non-permitted use of the e-ID Account which falls outside the scope of this Agreement.

The Subscriber further agrees to release, indemnify, defend and hold harmless the RA and any of its contractors, agents, employees, officers, directors, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable legal fees and expenses, of third parties relating to or arising out of any falsehoads or misrepresentations of fact by the Subscriber on the NIDMS Application Form, any person or entity, f

#### 9 Data Protection - e-ID Account

By agreeing to sign up for an e-ID Account, the Subscriber will provide the RA with personal data (the 'e-ID Personal Data'). The e-ID Personal Data is retrieved from the NIDMS Application Form The RA is committed to process the e-ID Personal Data in a lawful, fair and transparent manner and in observance with the principles set out by General Data Protection Regulation ('GDPR'), Article 5.

#### 91 Data Controller - e-ID Account

Data Protection Officer. Identità Valley Road MSD9020 – Msida Telephone: +356 25904900 Email: dataprotection.identita@gov.mt

#### 9.2 Purposes and legal basis - e-ID Account

Identità is an Agency of the Government of Malta established by S.L. 497.07.

The RA shall process the e-ID Personal Data to issue and manage the e-ID Account of the Subscriber, if the Subscriber agrees to sign up for it, including by providing such e-ID Personal Data to a third party at the Subscriber's request when the Subscriber decides to use the e-ID Account toward such third parties.

The RA does not re-use the information for another purpose that is different to the one stated. Processing is necessary for the performance of a contract to which the data subject is party and the delivery of services related to the Certificates under said contract (this

Subscriber Agreement). Processing is also necessary for the performance of a task in the public interest by the RA.

#### 9.3 Recipients of Personal Data - e-ID Account

e-ID Personal Data may be transferred to and accessed by the following recipients:

(a) Service Providers from whom the Subscriber requests an

(a) Service Providers from whom the Subscriber requests an e-Service. The Service Providers and the e-Services available to the Subscriber at the time of entering into this Agreement are found by searching "services" on the servizz.gov website (https:// servizz.gov.mt) and are subject to change. The government services are currently listed on: https://servizz.gov.mt/en/Pages/

Servizz/Services/default.aspx.
The Service Providers are public authorities of the Government

The Service Providers are public authorities of the Government of Malta offering online services in the public interest. They act in their capacity of data controllers once the e-ID Personal Data has been transferred to them.

The Service Providers process the e-ID Personal Data in order to render the e-Services available to the Subscriber, only if said e-Services are requested by the Subscriber.

(b) Malta Information Technology Agency (\*MITA'), which acts as a data processor on behalf of the RA. MITA has access for technical purposes, and may use one or more sub-processors approved by the RA.

The transfers will be done in line with applicable laws, and arrangements are in place in order to guarantee the confidentiality, integrity and availability of the e-ID Personal Data within these transfers.

Under certain conditions outlined in law, the RA may disclose personal data to third parties, (such as the other Government entities or law enforcement authorities) if it is necessary and proportionate for lawful, specific purposes. e-ID Personal Data will not be transferred to third countries or international organizations.

#### 9.4 Storage period of Personal Data - e-ID Account.

The RA does not keep personal data for longer than necessary for the purposes for which it was collected.
e-ID Personal Data will be stored by the RA for forty (40) years after the termination of this Agreement or the disabling of the e-ID Account of the Subscriber for whatever reason.

#### 9.5 Data subject rights - e-ID Account.

The Subscriber can contact the Data Protection Officer in order

The Subscriber can contact the Data Protection Officer in order to exercise his/her right to access, rectify and, as the case may be, erase, any personal data relating to him/her, in compliance with applicable laws. The RA may request the Subscriber to provide proof of identity (such as a copy of their ID card or passport), before complying with the request. If the Subscriber feels that the RA has infringed his/her data protection rights, the Subscriber may submit an official complaint to the supervisory authority of the Member State of his/her habitual residence or place of work.

#### PART B - TERMS SPECIFIC TO CERTIFICATES

#### 10. Authority responsible for the Certificates.

The Authority responsible for the Certificates and for the relative terms and conditions set out hereunder shall be the Trust Service Provider ("TSP"). The Malta Electronic Certification Services Limited ("MECS Ltd.") shall act as the TSP.

#### ntification Information of Certificates

The Subscriber attests that the information submitted relating to the application for the Certificates, as may be corrected or updated from time to time, is true and complete and that s/he has complied with the corresponding registration procedures.

#### 12. Acceptable Use or Reliance on Certificate

a) The reliance placed upon any Electronic Signature created using the authentication Certificate and associated Private Key embedded within the e-ID shall be limited to proof-of-possession of the e-ID and knowledge of the associated activation data. The TSP does not authenticate the content of any message signed using an Electronic Signature and accordingly does not entertain any liability or risk in relation thereto;
b) The Subscriber shall use or rely on the Certificates only for the purposes permitted by the CP and this Agreement and for no other purpose. The Subscriber acknowledges and agrees that any use of, or reliance on, the Certificates for purposes of any other transactions is at the Subscriber's own risk and the TSP offers no express warranties regarding the fitness for purpose of the Certificates for any application not specifically approved in this Agreement or in the CP. To the fullest extent permitted by law, the TSP disclaims any implied warranties regarding the formance of any of the portal sites operated by the Government of Malta or other third parties;
d) The Subscriber shall refrain from tampering with the Certificates and shall immediately inform the RA of any changes to the data on the Certificates;
e) The Subscriber scknowledges that Certificates are

not designed, intended, or authorised for use in hazardous circumstances or for uses requiring fail-safe performance;
f) The Subscriber acknowledges and agrees that Certificates are personal to the relevant Subscriber and they are non-transferable. If a person relies upon a Certificate from an individual purporting to act on behalf of another legal person, the person does so entirely at its own risk;
g) The Subscriber acknowledges that the service can be provided until the expiry of the Certificates.
h) The Subscriber shall only use the Certificates to the extent consistent with applicable law

### 13. Suspension and/or Revocation of Certificates.

#### 13.1 Request by the Subscriber.

The Subscriber shall immediately request that the RA suspends and/or revokes a Certificate:
a) If the e-ID, Private Keys or passwords of the Subscriber have been, or are suspected to have been, compromised or are insecure in any way;
b) If any of the information contained in the Certificate, or the identification and authentication information has been changed, altered, or is otherwise no longer accurate or complete.

#### 13.2 Suspension/Revocation by TSP/RA.

The Subscriber acknowledges that the TSP or the RA may revoke

a Certificate:
a) If any of the information in the Certificate changes;
b) If the TSP and/or the RA knows or has reason to suspect that
the Private Keys or password or PIN number of the Subscriber have been compromised;
c) If the Subscriber fails to comply with their obligations

under this Agreement; or d) For any other reasons the TSP and/or the RA deems

Section 9 of the CP contains the sole representations and warranties provided by the TSP for the benefit of Subscribers in

relation to the Certificates. The obligations of the TSP in relation to the Certificates are subject to the limitations and exclusions set out in Section 9 of the CP.

#### 15. Warranties by the Subscriber on the use of the Certificates

The Subscriber warrants and represents that s/he

The Subscriber warrants and represents that s/he:
a) accepts the procedures set by the TSP in the CP currently in
effect for the provision of Certificates;
b) when applying to the RA for the e-ID, s/he has submitted
precise, accurate and complete information, and complied with
the corresponding registration procedures;
c) will use or rely on keys or Certificates only for purposes
permitted by this Agreement and for no other purpose;
d) gives an undertaking that s/he is the sole holder of the
Private Keys within the e-ID linked to the Public Keys to be
certified:

certified;
e) protects the Private Keys at all times against loss, disclosure, alteration or unauthorised use;
f) will immediately notify the RA in such manner as specified by the TSP in the event of the compromise or suspected compromise of the Private Keys or the activation data (e.g. PIN codes);
g) will immediately inform the RA of any changes to the data on the Certificates;
h) will comply with the terms and conditions of the service providers with whom it communicates while using the Certificate.

#### 16. Limitation of Liability

16. Limitation of Liability.

The TSP shall have no liability in respect of any loss or damage (including, without limitation, consequential loss or damage which may be suffered or incurred or which may arise directly or indirectly in relation to the use or reliance upon Certificates or associated public/private key pairs for any use other than in accordance with this Agreement and/or which exceeds the indicated limitations of any such use or reliance. In any case, and to the extent permitted by law, the TSP's total liability for damage caused to the Subscriber and any Third Party for any use or reliance on a Certificate shall be limited, in total, to two thousand five hundred Euro (£2,500) maximum per transaction. This limitation shall be the same regardless of the number of Electronic Signatures, transactions or claims relating to such Certificates. The TSP shall not be under any liability for failure to perform any of its obligations herein where such failure arises from a force majeure event that is an event beyond the TSP's reasonable direct control, including, but not limited to, Acts of God (including weather of exceptional severity, floods, lightning or fire), general or local strikes, national emergency, acts or omission of Government or other competent authorities, fire or destruction of the TSP's works or materials, insurrection or other civil disorder, war or military operations, or explosions.

#### 17. Indemnity on Certificates

To the extent permitted by law the Subscriber agrees to indemnify and hold the TSP harmless from any acts or omissions resulting in liability, any loss or damage, and any suits and expenses of any kind, including reasonable attorneys' fees that the TSP may incur as a result of the Subscriber's negligence or its failure to comply with this Agreement or with the terms of the CP.

#### 18. Data Protection-Certificates

By agreeing to sign up for the Certificates, the Subscriber will provide the TSP with personal data (the 'Certificates Personal Data'). The TSP is committed to process the Certificates Personal Data in a lawful, fair and transparent manner and in observance with the principles set out by GDPR, Article5.

#### 18.1 Data Controller - Certificates

The data controller of the Certificates Personal Data is the TSP which may be contacted using the details below: Malta Electronic Certification Services Ltd., Valley Road, Msida, MSD9020, Malta Telephone: +356 25904900 Email:info.mecs@gov.mt

#### 18.2 Purposes and legal basis - Certificates

The TSP shall process the Certificates Personal Data in order to provide the Subscriber with the Certificates, to manage such Certificates in accordance with applicable law, to allow the Subscriber to use certain services related to Electronic Authentication and Electronic Signatures.

Processing is necessary for the performance of a contract to which the data subject is party, and for the delivery of services related to the Certificates under said contract (this Subscriber Agreement)

Furthermore, some processing activities by the TSP are necessary for the TSP to comply with Regulation (EU) 910/2014, 'EIDAS Regulation'.

'EIDAS Regulation'.

Processing is also necessary for the performance of a task in the public interest by the TSP. MECS Ltd is tasked with acting as the Certification Authority of the Government of Malta responsible for issuing qualified Certificates for the e-IDs.

The TSP will not re-use the information for any other purpose that

is different to the ones stated

#### 18.3 Recipients of Personal Data - Certificates

In order to maintain and manage the Certificates, the TSP may transfer and share the Certificates Personal Data with Malta Information Technology Agency and ID Global Solutions Limited (including its Malta subsidiary). Furthermore, some Certificate Personal Data may be made available to relying parties if the Subscriber chooses to use the Certificates towards third parties or if the status of the Certificates changes, for the purposes of validating the Certificates and the use of the Certificates by the Subscriber. This will be done in line with applicable laws, and arrangements are in place in order to guarantee the confidentiality, integrity and availability of the Certificates Personal Data within these transfers.

Under certain conditions outlined in law, the TSP may disclose personal data to third parties, (such as the other Government entities or law enforcement authorities) if it is necessary and proportionate for lawful, specific purposes. Certificates Personal data to than the properties of the countries or international organizations.

#### 18.4 Storage period of Personal Data - Certificates

Personal data is not kept longer than necessary for the purposes for which it was collected.

Certificates Personal Data will be stored by the TSP for forty (40) years after the termination of this Agreement or the disabling of the Certificates of the Subscriber for whatever

#### 18.5 Data subject rights - Certificates

The Subscriber can contact the data controller in order to exercise his/her right to access, rectify and, as the case may be, erase, any personal data relating to him/her, in compliance with applicable laws.

The TSP may request the Subscriber to provide proof of identity

The TSP may request the Subscriber to provide proof of identity (such as a copy of their ID card or passport), before complying with the request.

If the Subscriber feels that the TSP has infringed his/her data protection rights, the Subscriber may submit an official complaint to the supervisory authority of the Member State of his/her habitual residence or place of work.

# PART C - TERMS COMMON TO E-ID ACCOUNT AND CERTIFICATES

#### 19. Protection of e-ID Credentials and Certificate Kevs

a) The Subscriber agrees to keep confidential all i) e-ID Credentials and/or ii) private keys and PINs relating to the Certificates and/or (if applicable) the Personal Unlocking Key (PUK);

(PUK);
b) The Subscriber agrees to take all reasonable measures to prevent the loss, disclosure, modification or unauthorised use of i) the e-ID Credentials and/or ii) any Private Keys, PINs related to the Certificates;
c) Upon activation of the e-ID Account, the Subscriber shall be required to enter a new password. If the Subscriber fails to make the necessary change, the Subscriber acknowledges that no further use of the e-ID Account can be made;
d) Upon first access to the Certificates, the Subscriber shall be required to change the activation PIN code for each Certificate. The Subscriber acknowledges that no further use of the Certificates can be made until he/she makes the necessary change;

hange;
e) The Subscriber undertakes that s/he is and shall remain the

e) The Subscriber undertakes that s/he is and shall remain the sole holder of i) the e-ID Credentials and/or ii) the Private Key linked to the Public Key to be certified;
f) The Subscriber acknowledges and agrees that the TSP and the RA shall not keep a copy of the Subscriber's password, PINs or digital signing keys issued for the Certificates;
g) The Subscriber is hereby notified that anyone who obtains the Private Key can forge his/her digital signature and take actions in his/her name. The TSP will not be liable for the consequences of Subscribers failing to maintain the confidentiality of their Private Keys.

#### 20. Governing Law and Dispute Resolution.

This Agreement shall be governed by and construed in accordance with the Laws of Malta. Any dispute, controversy or claim arising under, out of or relating to this Subscriber Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be resolved by the Courts of Malta.

#### 21. Term of Agreement.

Z1. Ierm or Agreement.

This Agreement comes into force once the Subscriber accepts this Agreement. In relation to the e-ID Account, the Subscriber Agreement as well as the Terms and Conditions shall be applicable for as long as the e-ID Account remains valid and the Subscriber has not breached any provision of the Subscriber Agreement and/or the Terms and Conditions. In relation to the Certificates, the TSP a) may terminate this Agreement at any time by sending written notice to the Subscriber and b) shall terminate this Agreement without advance notice in the event that the Certificate is revoked by the TSP in accordance with this Agreement. The Subscriber will be informed by the TSP of such termination by written notice within three working days from the date of revocation of the Certificate. The Subscriber may, at any time, request the suspension, revocation and/or termination of:

a) the e-ID Account; and/or
b) the two Certificates (authentication and signature).

The TSP will assign specific function with respect to the processing of Certificates to the RA, as specified in its CP. This Agreement is personal to the subscriber. The Subscriber shall not assign this Agreement to a third party.

The subscriber acknowledges and agrees that:
a) No title to the Government of Malta's Intellectual Property
Rights in the e-ID Account and Certificates is transferred to the
Subscriber, and that the Subscriber does not obtain any rights
other than the rights expressly granted in this Agreement;
b) Despite any termination or expiry of this Agreement, the
disclaimers, limits of liability and provisions concerning indemnity
shall survive:

nall survive; c) Any term or provision of this Agreement declared by a court c) Any term or provision of this Agreement declared by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severed from this Agreement, and shall not affect the legality, enforceability, or validity of the remainder of this

shall be severed from this Agreement, and shall not affect the legality, enforceability, or validity of the remainder of this Agreement;

d) This Agreement may be amended by the Government of Malta in writing from time to time. Any such change shall be binding and effective fourteen (14) days after publication of the changes in this Agreement on https://repository.acq.gov.mt. If the Subscriber continues to use its Certificate after the date on which the terms of this Agreement have changed, the TSP will treat such use by the Subscriber as acceptance of the updated terms;
e) The Government of Malta will hold data relating to the Subscriber and the Subscriber's use of the Certificate in electronic form and that such electronic information may be presented by the Government of Malta as evidence in the case of any dispute in line with its data retention policies;
f) Except for indemnity obligations set out in this Agreement, the Subscriber shall not hold the Government of Malta responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labour strike, lockout, boycott, provided that the Government (1) shall have given the Subscriber written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based.

Queries (relating to the e-ID Account / Certificates and to the terms and conditions of the e-ID Account / Certificates) set out above and any notices to the TSP / RA shall be served as

tollows: • In person and by post at the following address: Identità (Identity Cards Unit), Gattard House, National Road, Blata-l-Bajda, HMR9010.

Bajda, HMR9010. • By telephone at: +356 25904300 • By email at: infoeid.identita@gov.mt

Name of Subscriber	
ID Card No.	
Date	

I have read, understood and I agree to the terms and conditions of Part A, Part B and Part C of this Agreement.

Signature		
•		

#### IDENTITÀ

Head Office, Valley Road, Msida, MSD 9020 MALTA. **T** +356 2590 4000

W www.identita@gov.mt E enquiries.identita@gov.mt

TAQSIMA TAL-KARTA TAL-IDENTITÀ

Gattard House National Road, Blata l-Bajda HMR 9010, MALTA T+356 2590 4300 www.identita.gov.mt

E infoeid.identita@gov.mt