

TERMS OF USE

TERMS AND CONDITIONS OF USE FOR THE VIDEO COMMUNICATION SYSTEM OPERATED BY THE FEDERAL GERMAN CHAMBER OF NOTARIES FOR NOTARIAL ONLINE PROCEDURES (PART A), SPECIAL CONDITIONS FOR REMOTE SIGNATURE SERVICES OF THE CERTIFICATION AUTHORITY OF THE FEDERAL GERMAN CHAMBER OF NOTARIES (PART B) AS WELL AS RULES AND INFORMATION ON DATA PROTECTION (PART C)

PART A

TERMS AND CONDITIONS OF USE FOR THE VIDEO COMMUNICATION SYSTEM FOR ONLINE NOTARIAL PROCEDURES

§ 1 Scope, other conditions

(1) These Terms of Use govern the use of the platform operated by the Bundesnotarkammer ("**BNotK**") as provider, which enables registered persons ("**users**") to conduct certain notarial online procedures by means of video communication ("**online procedures**"). The platform is the video communication system operated by BNotK and the technical resources serving it that can be used via telecommunications services.

(2) Deviating conditions or counter-confirmations of the user with reference to his terms and conditions shall not be included; they are hereby explicitly objected to.

(3) These terms and conditions apply only to the relationship between BNotK and the user.

(4) The use of services on the platform may be subject to the user's acceptance of additional terms and conditions.

(5) Certain services require the use of an app ("**app**") on a user's device; this is available on iOS devices in the Apple App Store and for use on Android devices on Google Play. The general terms of use of Apple or Google do not apply in the relationship with BNotK. BNotK is solely responsible for the content of the app and its maintenance and care and for any claims that the user may have in relation to the app. § 13 also applies.

(6) With regard to remote signature services that the user requests from BNotK within the framework of a notarial online procedure, the Special Terms and Conditions for Remote Signature Services of the Certification Authority of BNotK in Part B of these Terms of Use ("**BBF**") shall apply additionally and with priority.

(7) For the processing of personal data within the framework of the legal relationships regulated in these Terms of Use, the provisions and notes on data protection in Part C of these Terms of Use shall apply in addition.

(8) The provisions on the user's consent obtained when registering on the platform via the eID function of the identity card ("**Registration**") shall apply with priority.

(9) These Terms of Use shall apply subordinate to any special conditions or declarations that apply to the use of specific services offered for use via the platform.

§ 2 Subject matter of the agreement

(1) The subject matter of the contract is the creation of a user account on the platform with a user name and password and the subsequent use of the platform to have certain notarial online procedures carried out via video communication, in particular the notarial activities specified in section 78p(1) BNotO.

(2) The object is also the technical services listed in section 78p(2) BNotO.

(3) The subject matter also includes other services which BNotK currently offers or will offer to the user via the platform, as well as the processing of support requests.

(4) The subject matter of the contract does not include the user's telecommunications connections to the internet.

§ 3 Access, registration, commencement of the user relationship

(1) In order to access the services of the platform, the user requires a user account.

(2) Upon completion of the set-up of the user account on the platform, the contract on the use of the platform shall come into existence between the user and BNotK with these terms of use.

(3) For the use of the notarial online procedures, registration of the user is required. The purpose of this registration is to identify the user for the performance of the online procedure.

(4) The use requires, if a remote signature service according to Part B is to be used for the online procedure, one of the following proofs of identity:

- an electronic means of identification pursuant to section 18 of the Identity Card Act, section 12 of the eID Card Act or section 78(5) of the Residence Act; or
- an electronic means of identification issued by another Member State of the European Economic Area and which is
 - i. recognised for the purposes of cross-border authentication in accordance with Article 6 of 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 ("**eIDASVO**") (OJ L 257, 28.8.2014, p. 73; L 23, 29.1.2015, p. 19; L 155, 14.6.2016, p. 44)) and
 - ii. corresponds to the security level "high" within the meaning of Art. 8 (2) c) of the eIDAS Regulation.

(5) For identification vis-à-vis the notary, a photograph together with first name, surname and date of birth, among other things, is read out from the electronic storage and processing medium of an identity card, passport or electronic residence title or an official identity card or passport of another state with which the passport and identity card obligation is fulfilled in Germany, by means of a BNotK app on a smartphone and transmitted to the notary. If a party is known to the notary, a photograph does not have to be read out.

(6) The use requires the use of certain digital end devices connected to the internet via telecommunications ("**end device**"), which have the minimum requirements about which the BNotK provides up to date information via the platform in each case.

BNotK is entitled, but not obliged, to make use technically dependent on compliance with the minimum requirements. The minimum requirements shall be adapted by BNotK at its own discretion from time to time to technical progress or changed technical or legal requirements.

(7) The specific services and possibilities of use as well as the technical processes and any further requirements for use are set out in the descriptions on the platform for the respective service.

§ 4 Remuneration and costs

(1) BNotK does not charge the user any remuneration for the use of the platform.

(2) The notary shall invoice the user separately for the use of his activities.

(3) In the course of the online procedures, certain administrative, registration and other costs may be incurred by the user in accordance with the applicable laws and regulations.

(4) Additional costs may be incurred for the user's telecommunications connection to the internet if the user has agreed this with the connection provider.

§ 5 Due diligence obligations of the user, unauthorised use

(1) The user is responsible for the administration of their login and identification data as well as for all activities carried out using his login or identification data.

(2) The user shall take appropriate measures to secure their access data against access by unauthorised third parties. They shall immediately change the access data they have specified if there is a risk that unauthorised persons have gained knowledge thereof.

(3) The user shall take appropriate and reasonable measures to keep their end devices free of malware and other harmful programs.

(4) BNotK shall be entitled to block a user account without delay if unauthorised access is suspected.

(5) The user must comply with all security instructions of the BNotK for the use of the platform, in particular the measures for the protection of the hardware and software used. The user may not circumvent technical security measures of the platform.

(6) The user undertakes to refrain from any action that violates applicable law or is in conflict with these terms and conditions.

(7) All uses of the platform that may impair the confidentiality or integrity of the information technology systems of the BNotK or other resources connected in the BNotK system, in particular:

- Use of the connection and identification data of other persons;
- Any use of the platform for purposes other than carrying out online procedures;
- Any use of the platform in breach of any legal prohibitions, morality, professional and/or ethical law, other legislation or third-party rights, whether registered or not, including but not limited to patents and patent applications, copyrights, database rights, trademark rights, service marks, images and logos, rights associated with software and all related rights, including but not limited to rights of use, renewal, deposit and implementation, or personal rights of third parties;
- distributing, making available or promoting the distribution of computer viruses, other malware or harmful programs;

- Any access to information technology systems of the platform via access points or interfaces other than those provided by BNotK;
- Misuse of functionalities of the services provided;
- Sending of messages or content which, by their nature or function, size or number (e.g. spamming), are likely to jeopardise the operation of the platform or services accessible via it;
- Reproduction, copying, sale or other exploitation of the services;
- Manipulation of the functionalities, data or services accessible via the platform;
- circumvent, tamper with or compromise the security of any authentication, verification or identification mechanisms, including the unauthorised use of means of access, user authorisations, authenticators or impersonation or concealment of identities or users;
- Unauthorised access to services, data, programs, functionalities, networks or network areas or their manipulation as well as interventions in the network or network security;
- Loads on the information technology systems due to requests, calls or other use of resources (in particular processor load, work or hard disk memory, bandwidth, services) which are not necessary for the intended use;
- Violations of the applicable security guidelines.

(8) The user is obliged not to use any documents or data that are fraudulent or incorrect or do not comply with the applicable laws and regulations or are otherwise objectionable.

(9) BNotK reserves the right to impose restrictions to limit the risks of improper or excessive use of the platform or any service.

(10) BNotK may give the user instructions on the use of the platform and/or the services, in particular for operational, quality and security reasons. The user undertakes to comply with these instructions.

§ 6 Obligation to inform

(1) The user shall be obliged to inform BNotK immediately of any misuse of the platform of which they become aware.

(2) If the user suspects or knows that another person has, without authorisation: (i) gained knowledge of their access data or (ii) is using their access data, they shall be obliged to inform BNotK without delay.

(3) The user must inform BNotK immediately upon discovery of an unauthorised or incorrectly executed transaction.

§ 7 Usage barrier

(1) BNotK shall block the user's user account at the user's instigation.

(2) BNotK may also block a user's account if (i) BNotK would be entitled to terminate these Terms of Use for good cause, (ii) factual reasons relating to the security of the platform or the user's access data justify this or (iii) there is a suspicion of unauthorised use by the user.

(3) BNotK shall inform the user prior to the block of the reasons for the block and provide reasonable opportunity to comment. This shall not apply if the purpose of the block would be jeopardised thereby. In this case, the user shall be informed imme-

diately after the blocking and requested to comment. After receipt of the comments, the user shall be given a new decision on the blocking.

(4) BNotK shall lift a block if the reasons for the block no longer apply. It shall inform the user of this.

§ 8 Duration of the contract and termination

(1) The contract shall run for an indefinite period and shall end upon termination.

(2) BNotK shall be entitled to terminate the contract without notice if (i) there is a serious or persistent breach of these Terms of Use or security instructions or procedures, (ii) there is a request and/or order from a statutory or judicial body, (iii) unforeseen technical or security issues or problems arise or (iv) the provision of a service is or could become unlawful, unless BNotK can reasonably be expected to continue the contractual relationship.

(3) The user may terminate the use of the platform and the services at any time by deleting their user account.

§ 9 Erasure of data

BNotK is entitled to delete the user's data at any time after termination of the user relationship. This shall not affect BNotK's right to store data insofar as this is necessary to fulfil legal obligations. The applicable data protection declarations of BNotK provide information on the specific deletion periods.

§ 10 Availability

(1) Availability of the platform is not permitted at certain times. In particular, temporary disruptions or interruptions of the platform and the services to be provided by BNotK may occur for reasons of force majeure, including strikes, lock-outs and official orders as well as due to technical changes to BNotK's systems or due to other measures that are necessary for the proper operation of the platform. This shall apply mutatis mutandis to disruptions to third-party facilities used by BNotK to fulfil its obligations. In addition, BNotK is entitled to temporarily suspend its services in whole or in part to the extent that this serves the proper operation of the platform, in particular to carry out planned or unplanned maintenance measures. BNotK is entitled at any time to take necessary measures to ensure the integrity and confidentiality of the platform, even if this restricts availability.

(2) BNotK shall make reasonable efforts to remedy faults without delay. BNotK shall endeavour to achieve an availability of the platform of 97% in a calendar year.

(3) When using the platform, corresponding restrictions on availability are therefore to be expected.

(4) BNotK announces planned maintenance dates in advance, for example, on the Internet or via the platform. The user shall obtain information there in particular before time-critical uses of the platform.

§ 11 Third-party usage

(1) The user may not transfer rights or obligations arising from the user relationship with BNotK to a third party or allow a third

party to use the platform without BNotK's consent. This shall not affect the user's right to assign monetary claims against BNotK.

(2) The user must accept responsibility for the use of the platform by third parties in a manner that is not in accordance with the agreement or unauthorised within the scope of the access and use options provided, unless the user is not responsible for this.

§ 12 Liability of BNotK

(1) The following provisions on BNotK's liability and warranty shall apply to all claims for damages, defects or substitute claims of the user arising out of or in connection with the use of the platform, irrespective of the legal grounds on which they are based (e.g. warranty, default, impossibility, any breach of duty, existence of an impediment to performance, wrongful act, etc.), but not to claims by the user:

- for damages resulting from injury to life, body and health;
- in the event of fraudulent concealment of a defect by BNotK or due to the absence of a quality for which BNotK has given a guarantee;
- which are based on intentional or grossly negligent conduct on the part of BNotK or its legal representatives;
- under the Product Liability Act as well as;
- which are covered by Section 69 or Section 70 TKG.

For the above exceptions, the statutory provisions shall apply.

(2) The use of the platform is permitted free of charge and for a limited period of time. The application of the law of lending is therefore agreed by analogy where applicable: BNotK shall only be liable for intent and gross negligence. Liability for defects is limited to the fact that, in the event of fraudulent concealment of a defect in the law or a defect in the platform, BNotK shall be obliged to compensate the user for the resulting damage. BNotK shall not be liable for slight or simple negligence. BNotK shall not assume any duties of conduct vis-à-vis the user for the negligent breach of which BNotK is liable.

(3) BNotK's liability for grossly negligent damage caused by its vicarious agents shall be limited to compensation for the typical damage foreseeable by BNotK at the beginning of the user relationship.

(4) BNotK's strict liability for defects already existing at the beginning of the usage relationship is expressly excluded.

(5) BNotK shall not be responsible for service disruptions due to force majeure (in particular strikes, lock-outs, official orders, natural disasters, failure of communication networks or gateways, disruptions in the services of carriers).

(6) BNotK shall not be liable for the information that can be accessed or transmitted via the platform, and in particular not for its completeness, accuracy or up-to-dateness, nor for the suitability of the information for the user's intended purpose. BNotK shall also not be liable for the fact that the information transmitted is free of third-party rights or that the sender has violated applicable laws or other standards in the course of transmission. In addition, BNotK shall in particular not be liable for any damage resulting from the incorrect further processing of the content by the user, from the use of the content made available or from the misuse of its usage facility by third parties.

§ 13 Special conditions of the iOS version of the app

(1) The following conditions apply to the purchase of the app via the Apple App Store and the use of the app under the iOS operating system.

(2) As the publisher of the app, BNotK is solely responsible for maintenance and support of the app in accordance with these terms of use. Apple does not assume any obligation to provide any maintenance and support services in relation to the app.

(3) In the event of any malfunction of the app, the user is free to notify Apple. To the extent permitted by law, Apple shall have no further obligations due to any malfunction of the app.

(4) Apple is not responsible for any claims by the user or any third party relating to the app or the possession or use thereof, including

- claims for product liability,
- claims based on the app's failure to comply with applicable legal or regulatory requirements;
- claims under consumer protection, privacy or similar laws.

(5) In the event that a third party asserts a claim for infringement of property rights through the app or the user's possession or use of the app, Apple shall not be responsible for the investigation, defence, settlement or discharge of any such claim for infringement of property rights.

(6) By accepting these terms of use, the user acknowledges,

- that they are not located in a country that is subject to an embargo by the government of the United States of America or that has been designated by the government of the United States of America as a "terrorist supporting" country; and
- that they are not on a list of the government of the United States of America as a so-called Prohibited or Restricted Party.

(7) The user acknowledges and agrees that Apple is a third-party beneficiary under these terms of use and, therefore, Apple may enforce these terms of use against the user. The modification and termination of these terms of use, including Apple's rights hereunder, are reserved to the parties and do not require Apple's consent.

§ 14 Data protection/disclosure to third parties

(1) Part C of these terms of use provides additional information on the handling of the user's personal data by BNotK. Regulations on data protection take precedence over these terms of use.

(2) With regard to the content used by the user on the platform, the user shall ensure compliance with all data protection obligations vis-à-vis data subjects, in particular those arising from the General Data Protection Regulation ("**GDPR**") and the Federal Data Protection Act ("**BDSG**"). In particular, the user fulfils any information obligations vis-à-vis the data subject by posting the content on the platform, even if these (also) affect BNotK. This applies in particular to other contributors who are not involved in the notarial business. The user is aware that BNotK assumes that the user fulfils the information obligations and, without further specific cause, does not inform data subjects whose personal data are submitted by the user.

(3) BNotK is entitled to disclose data on users and the user content to third parties if third parties assert legally regulated claims

against BNotK. Third parties in this sense may be other users, persons affected by the processing of personal data, government agencies or authorities or other third parties. The surrender of data is permissible in particular if BNotK informs the user of a corresponding request and the user does not object to the surrender within a reasonable period of time. In the event of an objection, BNotK shall take into account the factual or legal basis for the objection, which the user shall set out and substantiate to the extent that this can reasonably be expected of them. In order to substantiate the user's factual assertions, BNotK is entitled to demand the submission of the original of an affidavit for presentation to the court, insofar as this is reasonable. The submission may already be requested at the same time as the request for a statement and within the time limit set therein.

§ 15 Amendment of the terms of use

(1) BNotK reserves the right to amend or supplement these terms of use. BNotK will inform the user before each change or addition. Amendments and supplements which do not affect the main contractual obligations shall be deemed to have been accepted by the user unless the user objects within six weeks of being informed. The objection shall be declared at least in writing. BNotK shall draw the user's attention to the consequences of the user's silence in the notification of the amendment or supplement to these terms of use. If the user objects to the amendments or additions, either party may terminate this usage relationship. BNotK may also declare the termination conditionally in this case together with the notification. In the case of amendments or additions to the terms of use which are mandatory under applicable law or by court or official order, the above-mentioned periods may also be shorter.

(2) Any amendments or additions to these terms of use must be made in writing. This also applies to the amendment or cancellation of this clause.

§ 16 Final provisions

(1) In case of doubt, the place of performance, service and success for all obligations arising from this user relationship shall be the registered office of BNotK. Dispatches or transmissions shall be made at the user's risk.

(2) If these terms of use provide for the written form, the written form may be replaced by electronic form in accordance with Section 126a of the German Civil Code (BGB), unless expressly agreed otherwise.

(3) German law shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 ("**UN Sales Convention**") and such provisions that may lead to the application of foreign law. Claims arising from consumer protection standards may be asserted by the user in accordance with German law or the law of the EU member state in which the user lives.

(4) If the user is a merchant, the exclusive place of jurisdiction for all claims arising from or in connection with these terms of use shall be the state courts in Berlin.

(5) If the user is a consumer and is not domiciled in Germany but has their habitual residence in Germany at the time of conclusion of the contract, the exclusive place of jurisdiction for all claims arising from or in connection with these terms of use shall be the state courts at the head office of BNotK if the user does

not have a general place of jurisdiction in Germany or their domicile or habitual residence is not known at the time the action is brought.

(6) This shall not affect any place of jurisdiction determined differently by law, which cannot be waived.

(7) Legal action by BNotK against the user at the user's general place of jurisdiction shall remain admissible.

(8) The European Union offers an online platform to which the user can turn in order to settle consumer disputes out of court. The user can reach this platform at <https://ec.europa.eu/consumers/odr/>. BNotK is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

(End of the terms of use Part A, Status: August 2023)

Part B

SPECIAL CONDITIONS FOR REMOTE SIGNATURE SERVICES OF THE BNOTK CERTIFICATION AUTHORITY (BBF)

§ 1 Scope of application

(1) The following conditions apply to the contractual legal relationships between users and BNotK as a trust service provider of qualified certificates for electronic (remote) signatures ("**remote signature services**").

(2) These BBF apply in addition to and with priority over the terms of use contained in Part A of this document for the use of the video communication system operated by BNotK for notarial online procedures.

(3) In addition to and subordinate to these BBF but with priority over the terms of use in Part A of this document, the following apply in this order: the product descriptions on the website of the BNotK certification authority ("**ZS**") (<https://zertifizierungsstelle.bnotk.de/products/all-products>), the Certificate Policy ("**CP**"), the Certification Concept ("**CPS**"), the PKI Disclosure Statement ("**PDS**") as well as the Time Stamp Policy ("**TSP Policy**") and the TSA Practice Statement ("**TSA Practice**") of the ZS (available at: <https://zertifizierungsstelle.bnotk.de/veroeffentlichungen>).

§ 2 Services

(1) BNotK fulfils the role of a qualified trust service provider within the meaning of Art. 21 (2) in conjunction with Art. 3 No. 16 lit. a), 17 eIDAS Regulation ("**remote signature services**") and in particular the associated requirements for the security of the technical systems used. The requirements for remote signature services are derived from the relevant laws and regulations.

(2) The object of remote signature services is the digital signing of a document by BNotK on behalf of the user via means of distance communication. Identification of the user and authentication of the signature of a document are carried out in one step. The application of the signature to the document is carried out technically by BNotK on behalf of the user within a trustworthy system via remote means of communication ("**remote signature**"). For this reason, an internet connection is mandatory for qualified signing with the remote signature.

(3) The qualified certificate is located in the highly secure environment of the ZS. The document to be signed remains with the document user and does not leave the terminal device used by the user during signing.

(4) BNotK also provides support services to an appropriate extent by means of telephone or digital support in the event of faults relating to remote signature services and operates a telephone revocation service for certificates. BNotK is not obliged to provide assistance with general technical questions or general information on signature services.

(5) BNotK provides a status request service ("**OCSP Responder**") to query the validity of the qualified certificates issued as long as these are valid.

§ 3 Contractual relationship

A contract between the user and BNotK concerning remote signature services shall take effect if the user requests remote signature services in the context of an online notarial procedure.

§ 4 Duties and obligations of the user

(1) The user is obliged to provide BNotK with the cooperation services required for provision of the service and to specify all the necessary data in full and truthfully and to provide the evidence reasonably requested.

(2) At own expense the user shall ensure the telecommunication connection to the internet required for use of the remote signature services.

(3) If the user detects faults in the proper function of the remote signature then the user must report this without delay. Reporting to the notary is adequate here if the fault affects the implementation of an online notarial procedure.

(4) BNotK shall collect no remuneration from the user for the remote signature services.

§ 5 Revocation of certificates

(1) Only in the cases defined by law shall BNotK revoke certificates issued by the same which are still valid and these cases are namely if

- It is requested by the person to whom the qualified certificate was issued
- The qualified certificate was issued on the basis of incorrect information regarding Annexes I, III and IV of the eIDAS Regulation
- BNotK terminated this operation and it is not continued by another qualified trust service provider
- Facts justify the assumption
 - a) The qualified certificate is forged or not sufficiently forgery-proof or
 - b) The qualified electronic signature creation devices or qualified electronic seal creation devices used have security flaws.
- The supervisory authority orders the revocation in the cases defined by law, or
- The qualified certificate includes attributes in accordance with section 12(1) or section 12(3) sentence 2 VDG and the third person or the body responsible for the office and profession-related or other personal information requests revocation of the certificate if
 - a) The power of representation lapses or
 - b) The requirements for the office and profession-related or other information of the person are no longer in place after inclusion in the qualified certificate.

(2) If a qualified certificate was issued with incorrect information then BNotK is entitled to indicate this in additionally.

(3) Regardless of the contractual relationship BNotK remains obliged under the legal requirements to fulfil its subsequent tasks as the certification authority of a remote signature.

(4) BNotK assumes no contractual obligation to the user to offer remote signature services in general or to continue to do so in the future after termination of a contract.

§ 6 Extraordinary termination

(1) BNotK is entitled to discontinue the remote signature services immediately and to terminate the contractual relationship without notice if it becomes unreasonable to expect BNotK to continue performance of the contract because

- The user infringes rights of third parties or violates other law during the procedure;
- Doubts exist concerning the identity of the user or the authenticity of identification means or
- The security of the procedure is threatened in particular because the user is employing means to manipulate the identification or authentication or because the proper conduct is disrupted by third parties.

(2) The right of each party to termination without notice in the cases defined by law remains unaffected.

§ 7 Fault clearance

BNotK shall remedy faults in its technical facilities immediately as far as is technically and operationally possible. BNotK

does not promise any fixed availability of the remote signature services. The remote signature services are provided on the basis of a contract of service.

§ 8 Amendment of the conditions or performance specifications

BNotK reserves the right to amend or add to these general terms and conditions, the services, product descriptions, fees, CP, CPS, PDS and the TSA policy and TSP practice. These amendments then apply on the conclusion of future contractual relationships.

(End of the terms of use part B, status: August 2023)

PART C

REGULATIONS AND INFORMATION ON DATA PROTECTION

BNotK takes the protection of your personal data very seriously. This data privacy statement should serve to clarify the nature, scope, location and purposes of the processing of personal data by BNotK for you.

§ 1 Body responsible

The body responsible for the collection, processing and use of your personal data in accordance with data protection law is BNotK. You can contact us as follows:

Bundesnotarkammer K.d.ö.R.
Anton-Wilhelm-Amo-Straße 34
10117 Berlin
Phone: +49 (0)30 – 38 38 66 0
Fax: +49 (0)30 – 38 38 66 66
E-mail: support-online-verfahren@bnotk.de

In accordance with section 15 of the regulation on operation of a video communication system for notarial activities ("**Not-ViKoV**") the respective public official dealing with your process is responsible together with BNotK. BNotK is responsible for the technical and organisational data security measures as well as for the data processed via the video communication system unless the public official is responsible.

§ 2 Data protection officer

You can contact the data protection officer of BNotK as follows:

Datenschutzbeauftragte c/o
Bundesnotarkammer
Anton-Wilhelm-Amo-Straße 34
10117 Berlin
Phone: +49 (0)30 – 38 38 66 0
Fax: +49 (0)30 – 38 38 66 66
E-mail: datenschutz@bnotk.de

§ 3 Processing of personal data

(1) In the processing of your personal data we strictly comply with the statutory provisions of the European General Data Protection Regulation 2016/679 (hereafter "**GDPR**") and the German Federal Data Protection Act (hereafter "**BDSG**"). Your personal data are therefore processed only to the extent permitted by law. This also applies to the disclosure of your personal data.

(2) The legal basis of the data processing for fulfilment of our public duty to operate a video communication system for the performance of online notarial procedures is Art. 6(1)(e) GDPR in conjunction with sections 78(1) sentence 2(10), 78p BNotO, section 13 NotViKoV. The legal basis of the data processing for performance of the contract with you is Art. 6(1)(b) GDPR. The remote signature for qualified electronic signature for your notarial process is available from us. The conclusion of a contract with provision of personal data is required for this.

The legal basis of the data processing is Art. 6(1)(c) GDPR, Art. 24 eIDAS-VO, section 16(4) VDG for performance of the other legal obligations imposed on us (especially the retention obligations).

(3) The following personal data are processed by us for the stated purposes on the basis of the stated legal bases:

- Registration data (username, form of address, surname, first name, title if applicable, nationality, dates of birth, address)
- Data from the electronic proof of identity (document type, last day of validity, service and card-specific indicators or unique identifier) if required for generation of the remote signature
- Data required for creation of the remote signature (surname, first name, form of address if applicable, nationality, dates of birth, revocation password, certificate number, service and card-specific indicators)
- Contact and communication data (e-mail address, appointments arranged, status information)
- Mobile phone number for sending the SMS TAN
- Operating system of your smartphone
- Photo if required for identification in the notarial process
- Documents of which the content and other data are required to enable, instigate, implement or complete the notarial activity
- Image and audio transmission required for implementation of the video communication process
- Information that you send to us if you use our citizens' support, including anonymous log data upon consent, if applicable
- Log data to ensure and document a proper signature process (application log, certificate production log, production audit log, log of eID proof, test log).

§ 4 Storage duration

If your personal data are no longer required for the aforementioned purposes then they are regularly deleted unless their storage remains necessary for the fulfilment of contractual or legal obligations. Reasons for this may be e.g.:

1. Your procedure data may be stored by us for a period of two years in accordance with section 14 NotViKoV. This period begins at the end of the calendar year in which the process was closed; nonetheless you can also delete the data earlier.
2. As a qualified trust service provider we are obliged in accordance with Art. 24(2) eIDAS-VO; section 16(4) VDG to store all records concerning the certificates even beyond the period of their validity.
3. Your enquiries to our citizens' support are generally stored and used for three (3) months for the purpose of responding to your request or for making contact and for the associated technical administration; longer periods are possible in individual cases depending on the request.
4. The image and audio transmission is not recorded or saved.

§ 5 Use of third-party services

(1) Your personal data are disclosed or transmitted to third parties only if this is required for the fulfilment of our contractual and legal obligations or if you have consented to it in advance.

(2) Your personal data will be processed exclusively on servers in Germany or in another country in the EU (or the European Economic Area), which is accordingly subject to the strict requirements of the General Data Protection Regulation (GDPR)

(3) Our contract processors are selected carefully, instructed in writing and bound by directive. They are permitted to use personal data only within the framework of the agreement and exclusively for the purposes specified by us. Compliance with these data protection provisions and data protection regulations as well as the required technical and organisational security measures is guaranteed at all times. A detailed overview of our contract processors is available at https://www.notar.de/fileadmin/user_upload/ovgr/DL_Liste_fuer_NB_OVGR.pdf.

(4) The mobile phone number will be sent to Link Mobility GmbH, Am Sandtorkai 73, 20457 Hamburg to trigger the SMS TAN for eID verification or application of a qualified electronic signature.

§ 6 Your rights

The following rights exist in connection with the processing of your personal data by BNotK (if the respective requirements are in place):

- **Information** (Art. 15 GDPR)
- **Rectification** (Art. 16 GDPR)
- **Erasure** (Art. 17 GDPR) in cases in which the statutory retention obligation has already expired.
- **Restriction of processing** (Art. 18 GDPR)
- **Right to data portability** (Art. 20 GDPR) only in those cases in which we process your personal data in accordance with Art. 6(1) b) GDPR.
- **Objection** (Art. 21 GDPR) only in those cases in which we process your personal data in accordance with Art. 6(1)(e) GDPR.

For questions about your rights or their exercise please contact support-online-verfahren@bnotk.de.

§ 7 Right to appeal

In connection with the processing of your personal data you have the right to appeal to the supervisory authority responsible for us in respect of the protection of personal data.

Der Bundesbeauftragte für den Datenschutz und die Informationsfreiheit
Graurheindorfer Straße 153
53117 Bonn

(End of the terms of use part C, status: August 2023)