



**IDENTITY CARD UNIT**  
**APPLIKAZZJONI GĦAL KARTA TAL-IDENTITÀ MALTIJA**  
*APPLICATION FOR A MALTESE IDENTITY CARD*

AFFIX BARCODE LABEL HERE

Għal użu uffiċjali  
For official use only

Għal Użu Intern - For Internal Use

Sena/Year	14-15	16-17	18+
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App.	ID1	ID2	ID3
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**SEZZJONI A - SECTION A**

<b>1. DETTALJI TAL-APPLIKANT/A - DETAILS OF APPLICANT</b>	
Numru tal-Karta tal-Identità <i>ID Card Number</i>	
Isem <i>Name</i>	
Magħruf bħala (isem) <i>Name k/a</i>	
Kunjom <i>Surname</i>	
Magħruf bħala (kunjom) <i>Surname k/a</i>	
Sess <i>Sex</i>	<input type="checkbox"/> Maskili / Male <input type="checkbox"/> Femminili / Female <input type="checkbox"/> Ieħor / Other
Data tat-Twelid <i>Date of Birth</i>	D   D   M   M   Y   Y   Y   Y
Post tat-Twelid <i>Place of Birth</i>	



**SEZZJONI D (tkompli) - SECTION D (continuing)**

<b>5. DETTALJI TAX-XHUD - DETAILS OF WITNESS</b>	
<b>Isem u Kunjom tax-Xhud</b> <i>Name and Surname of Witness</i>	
<b>Numru tal-Karta tal-Identità</b> <i>ID Card Number</i>	
<b>Indirizz</b> <i>Address</i>	
<b>Professjoni</b> <i>Occupation</i>	
<b>Numru tat-Telefown</b> <i>Telephone Number</i>	

**Dikjarazzjoni tax-Xhud - Declaration by the Witness**

Jien, ix-Xhud, qiegħed niverifika l-identità tal-applikant/a, indikat/a f'Sezzjoni 1, għall-finijiet ta' applikazzjoni għall-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.*

<b>Firma tax-Xhud</b> <i>Signature of Witness</i>									
<b>Data</b> <i>Date</i>	<table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; text-align: center;">D</td> <td style="border: 1px solid black; width: 20px; text-align: center;">D</td> <td style="border: 1px solid black; width: 20px; text-align: center;">M</td> <td style="border: 1px solid black; width: 20px; text-align: center;">M</td> <td style="border: 1px solid black; width: 20px; text-align: center;">Y</td> <td style="border: 1px solid black; width: 20px; text-align: center;">Y</td> <td style="border: 1px solid black; width: 20px; text-align: center;">Y</td> <td style="border: 1px solid black; width: 20px; text-align: center;">Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y		

<b>Timbru tax-Xhud</b> <i>Rubber stamp of Witness</i>	

<b>6. DETTALJI TAL-APPLIKANT/A - DETAILS OF APPLICANT</b>	
<b>Isem u Kunjom tal-Applikant/a</b> <i>Applicant's Name and Surname</i>	
<b>Numru tal-Karta tal-Identità</b> <i>ID Card Number</i>	

**Dikjarazzjoni tal-Applikant/a - Declaration by the Applicant**

Jien, l-Applikant/a, qiegħed/ qiegħda niddikjara li qed nissottometti din il-formola peress li m'iniex f'pożizzjoni li nipprovdi l-Karta tal-Identità preċedenti.  
*I, the Applicant, declare that I am submitting this form because I am not in a position to provide the previous Identity Card.*

<b>Firma tal-Applikant/a</b> <i>Signature of Applicant</i>		<b>Data</b> <i>Date</i>	<table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; text-align: center;">D</td> <td style="border: 1px solid black; width: 20px; text-align: center;">D</td> <td style="border: 1px solid black; width: 20px; text-align: center;">M</td> <td style="border: 1px solid black; width: 20px; text-align: center;">M</td> <td style="border: 1px solid black; width: 20px; text-align: center;">Y</td> <td style="border: 1px solid black; width: 20px; text-align: center;">Y</td> <td style="border: 1px solid black; width: 20px; text-align: center;">Y</td> <td style="border: 1px solid black; width: 20px; text-align: center;">Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y				

Kull data miġbura u pprocessata hija konformi mal-Att dwar il-Karta tal-Identità u Dokumenti oħra tal-Identità (Kap 258) u mar-Regolamenti Ġenerali dwar il-Protezzjoni tad-Data (UE) 2016/679 kif ukoll skont liġijiet oħra 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 – SECTION E

7. FORMOLI / FORMS

- Applikazzjoni (ID5)  
*ID5 Application*
- Ftehim tal-Abbonat/a  
*Subscriber Agreement*
- Formola Elettorali  
*Electoral Form*
- Rapport tal-Pulizija  
*Police Report*
- Ittra ta' Konferma maħruġa mid-Dipartiment taċ-Ċittadinanza u tal-Espatrijati<sup>1</sup>  
*Confirmation Letter issued by the Citizenship and Expatriate Affairs Department*

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

8. 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.

*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.*

Jien | \_\_\_\_\_  
I, | \_\_\_\_\_

(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*

Data | \_\_\_\_\_  
Date | D | D | M | M | Y | Y | Y | Y



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

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

Bis-sottomissjoni tal-Formola ID10 – Applikazzjoni għal Karta tal-Identità Maltija flimkien ma' dokumenti neċessarji oħra annessi magħha, inti qed ttiprovdi lill-Aġenzija Identity Malta (IMA) b'informazzjoni personali, u għalhekk issir suġġett għad-data.

L-għan ta' dan l-avviż dwar il-privatezza, huwa sabiex inkunu konformi mal-obbligi ġusti u trasparenti taħt ir-regolamenti ġenerali dwar il-protezzjoni tad-data, u biex ninfurmawk dwar min se jkun qed jipproċessa l-informazzjoni tiegħek, għal liema għan, għal kemm żmien se tinzamm, ma' min se tkun qed tiġi kondiviza/titqassam u dwar id-drittijiet tiegħek bħala suġġett għad-data taħt ir-regolamenti ġenerali dwar il-protezzjoni tad-data.

Inti tista' tissottometti informazzjoni personali ta' individwi oħra permezz ta' din il-Formola (eż. rakkomandant, xhud eċċ). Identity Malta stabbilit li, f'tali ċirkostanzi, ikun impossibbli li tinforma lil dawn l-individwi u tali eżerċizzju jirrikjedi sforzi kbar. IMA se tapplika miżuri adegwati sabiex ttiproteġi d-drittijiet, il-libertajiet u l-interessi legittimi ta' dawn l-individwi.

*By submitting Form ID10 – Application for a Maltese Identity Card and the attachment(s) required (altogether the "Form"), you provide Identity Malta Agency ("IMA") 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.). IMA has assessed that, in said cases, informing these individuals proves impossible and would involve a disproportionate effort. IMA will still take appropriate measures to protect the rights, freedoms and legitimate interests of these individuals.*

#### 1. Uffiċjal għall-Kontroll tad-Data u Protezzjoni tad-Data

L-Aġenzija Identity Malta hija l-kontrollur tad-data, li jfisser li hija l-entità li tistabbilixxi l-għanijiet u l-mezzi li bihom tiġbor u tipproċessa l-informazzjoni tiegħek b'rabta ma' din il-formola.

L-Aġenzija Identity Malta hija aġenzija tal-Gvern ta' Malta li toffri servizzi b'rabta ma' Cittadinanza, Karti tal-Identità, Passaporti, Viżi, Espatrijati u Reġistru Pubbliku.

L-Uffiċjal tal-Protezzjoni tad-Data tal-Aġenzija Identity Malta huwa responsabbli li jindirizza kwalunkwe mistoqsija b'rabta ma' dawn ir-regolamenti u b'mod in ġenerali dwar attivitajiet ta' proċessar ta' data li jsir minn IMA. L-Uffiċjal tal-Protezzjoni tad-Data ta' Identity Malta jista' jkun ikkuntattat f'dan l-indirizz:

Uffiċjal tal-Protezzjoni tad-Data

Aġenzija Identity Malta

Head Office,

Triq il-Wied, Msida, MSD 9020. Malta

Email: [dataprotection@identitymalta.com](mailto:dataprotection@identitymalta.com)

#### 1. Data Controller and Data Protection Officer

IMA is the data controller, meaning the entity that defines the purposes and means for collecting and processing your Data in relation to this Form.

IMA is an Agency of the Government of Malta, delivering services related to Citizenship, Identity Cards, Passports, Visas, Expatriates and Public Registry.

IMA's Data Protection Officer is responsible

*to attend any query related to this policy and in general to personal data processing activities conducted by IMA. The Data Protection Officer may be contacted using the details below.*

*Postal Address:*

*Data Protection Officer*

*Identity Malta Agency*

*Castagna Business Centre,*

*Valley Road, Birkirkara. BKR 9021 Malta*

*E-mail: [dataprotection@identitymalta.com](mailto:dataprotection@identitymalta.com)*

#### 2. Għanijiet u bażi legali

L-għanijiet wara l-gabra ta' informazzjoni permezz ta' din il-formola huma sabiex tkun proċessata l-applikazzjoni tiegħek għal karta tal-identità Maltija u biex tkun miżmuma b'mod elettroniku fis-sistemi tat-teknoloġija ta' Identity Malta. L-informazzjoni personali tiegħek tista' tkompli tkun ipproċessata minn Identity Malta sabiex tistabbilixxi l-urġenza tal-applikazzjoni tiegħek (Formola ID18) u biex tikkonferma li l-Karta tal-Identità se tingabar minn persuna awtorizzata (Formola ID13).

Il-baži legali għall-ipproċessar tal-informazzjoni hija t-tweġġ ta' komputu fl-interess pubbliku minn Identity Malta u b'mod konformi mal-obbligi legali taħt Artiklu 5 Kap. 258 tal-Liġijiet ta' Malta (Att dwar il-Karta tal-Identità u Dokumenti oħra tal-Identità). L-uffiċjal awtorizzat imsemmi minn din il-liġi hija l-Aġenzija Identity Malta – Unit Karti tal-Identità.

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

#### 2. 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 Identity Malta Agency's databases. Your personal data may be further processed by Identity Malta 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 Identity Malta 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 Identity Malta Agency – 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/or electronically on our databases.*

#### 3. Min se jaċċessa l-informazzjoni personali

L-impjegati ta' Identity Malta se jkollhom access għall-informazzjoni personali tiegħek sabiex jipproċessaw din il-formola. Din l-informazzjoni tista' tkun trasferita lil dipartimenti fi hdan Identity Malta sabiex tiffaċilita t-tweġġ 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' Identity Malta li jieħdu

ħsieb il-manutenzjoni tad-databases tal-Aġenzija.

Dan se jsir fuq il-linji gwida tal-Liġi tal-Protezzjoni tad-Data, filwaqt li hemm bosta arrangamenti sabiex jiggarrantixxu s-sigurtà ta' dawn it-trasferimenti, u biex kolloxx isir skont il-liġi.

Taħt ċerti kundizzjonijiet, Identity Malta tista' tiżvela l-informazzjoni tiegħek ma' partijiet terzi, (bħal entitajiet Governattivi oħra u awtoritajiet għall-infurzar tal-liġi) jekk ikun neċessarju, u għal għanijiet speċifiċi u legali.

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

#### 3. Recipients of personal data

*Data will be accessed by Identity Malta employees in charge of processing the Form.*

*It may also be transferred to other departments within Identity Malta 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 Identity Malta in charge of maintaining Identity Malta's databases.*

*This will be done in line with data protection legislation, and arrangements are in place in order to guarantee the security and lawfulness of these transfers.*

*Under certain conditions, IMA 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 organizations.*

#### 4. Perijodu ta' żamma

L-informazzjoni provduta tinzamm għal 40 sena mis-sottomissjoni ta' din l-applikazzjoni.

#### 4. Storage period

*Data will be retained for forty (40) years from the submission of the application.*

#### 5. Id-drittijiet tiegħek

Tista' tagħmel kuntatt mal-Uffiċjal tal-Protezzjoni tad-Data sabiex teżerċita d-dritt tiegħek għal access, tirtatiffika jew jekk jinqala' l-bżonn, tħassar id-Data, b'konformità mal-liġijiet li japplikaw.

Għandek ukoll id-dritt li toġġezzjona għall-ipproċessar tad-data fi kwalunkwe żmien, abbażi ta' sitwazzjonijiet partikolari. Jekk thoss li l-Aġenzija Identity Malta kisseret xi drittijiet dwar il-protezzjoni tad-data tiegħek 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 allegatament inkisseru dawn id-drittijiet.

#### 5. 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 situation.*

*If you feel that Identity Malta 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 CARD UNIT

## SUBSCRIBER AGREEMENT FOR

### (a) THE E-ID ACCOUNT AND

### (b) 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 of Malta.

#### 1. Subject Matter.

This Agreement contains the terms and conditions under which a Subscriber shall use:

- the e-ID Account;
- the Certificates.

The provision of e-ID Account and Certificates services are strictly related. The e-ID may require to use 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.

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.

#### 3. Definitions.

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.

#### 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 Registration Authority ('RA'). Identity Malta Agency (Identity Cards Unit) shall act as the RA.

#### 5. Use of e-ID Account.

The Subscriber shall:

- ensure that his/her usernames, passwords and activation links relating to the e-ID Account ('e-ID Credentials') are not compromised;
- immediately notify the RA on becoming aware that his/her e-ID Credentials are compromised, or there is substantial risk of compromise;
- 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;
- immediately notify the RA if there is any other change to his/her e-ID registration information or any other information provided to the RA;
- make use of his/her e-ID Account only for the purposes for which it was issued 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;
- 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:

- 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;
- 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) 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 during the application and registration for the e-ID Account are true and up-to-date.

#### 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 appoints, assigns or delegates to appear and act on behalf of the Subscriber; (d) any failure by the Subscriber and/or any person or organisation which the Subscriber appoints or delegates to appear and act on behalf of the Subscriber to disclose 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 falsehoods or misrepresentations of fact by the Subscriber on the NIDMS Application Form, any breach of intellectual property or other proprietary right of any person or entity, failure to disclose a material fact on the NIDMS Application Form if the misrepresentation or omission was made negligently or with intent to deceive any party, failure to protect the subscriber's username, password, and activation links or to take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorized use of same.

#### 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.

#### 10. Data Controller - e-ID Account.

Data Protection Officer, Identity Malta Agency, Onda Building, Aldo Moro Street, Marsa, MRS9065, Malta  
Telephone: +356 25904900

Email: [dataprotection@identitymalta.com](mailto:dataprotection@identitymalta.com)

#### 11. Purposes and legal basis - e-ID Account.

Identity Malta Agency 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.

#### 12. Recipients of Personal Data - e-ID Account.

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

- 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 listed under "What Services are available from the Service Providers" in the "Frequently Asked Questions" section of the mygov.mt website (<https://www.mygov.mt>) and are subject to change. Service Providers are also available on <https://servizz.gov.mt>

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.

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.

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

As a rule, 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.

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

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.

#### 15. 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.

#### 16. Identification 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.

#### 17. Acceptable Use or Reliance on Certificates.

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;

- 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 to the contrary;

The TSP offers no express or implied warranties regarding the performance of any of the portal sites operated by the Government of Malta or other third parties;

The Subscriber shall refrain from tampering with the Certificates and shall immediately inform the RA of any changes to the data on the Certificates;

The Subscriber acknowledges that Certificates are not designed, intended, or authorised for use in hazardous circumstances or for uses requiring fail-safe performance;

The Subscriber acknowledges and agrees that Certificates are personal to the relevant Subscriber and they are non-transferable. If a person relies on a Certificate from an individual purporting to act on behalf of another legal person, the person does so entirely at its own risk;

The Subscriber acknowledges that the service can be provided until the expiry of the Certificates.

The Subscriber shall only use the Certificates to the extent consistent with applicable law

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

##### 18.1 Request by the Subscriber.

The Subscriber shall immediately request that the RA suspends and/or revokes a Certificate:

- 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;
- if any of the information contained in the Certificate, or the identification and authentication information has been changed or altered, or is otherwise no longer accurate or complete.

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

The Subscriber acknowledges that the TSP or the RA may revoke a Certificate:

- if any of the information in the Certificate changes;
- 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;
- if the Subscriber fails to comply with their obligations under this Agreement; or
- for any other reasons the TSP and/or the RA deems necessary.

##### 18.3 Warranties by the TSP on Certificates.

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.

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

The Subscriber warrants and represents that s/he:

- accepts the procedures set by the TSP in the CP currently in effect for the provision of Certificates;
- when applying to the RA for the e-ID, s/he has submitted

