

What is the difference between a qualified and an advanced electronic signature?

The importance of the different levels of electronic signatures becomes apparent in the event of legal disputes or a dispute involving a document signed with an electronic signature and especially when a party disputes the validity of the electronic signature.

If the signature is qualified, the judge will be obliged to view the electronic signature in the same light as a handwritten signature. In such cases, it will therefore be up to the party contesting the signature to prove that the electronic signature in the contract may not be thought of as equal to a handwritten signature.

If, on the other hand, the electronic signature is advanced, it is not a priori thought of as a handwritten signature and, unless specified otherwise, it will be for the party claiming the electronic signature's validity to prove to the court that the electronic signature was made in such a way that it can be considered equal to a handwritten signature.

Thus, in the event of a legal challenge to his/her electronic signature by a co-contractor in a EU country, the user of a device enabling him/her to sign documents electronically at qualified level will be in a better position.

