

**GENERAL CONDITIONS APPLICABLE TO ONLINE ORDERS FOR REMOTE SIGNATURE SERVICES
PAPERLESS 1, PAPERLESS 2, PAPERLESS 3**

1. REREGULATION

1.1. Orders for the provision of remote signature certification services submitted on online procurement platforms provided by certSIGN – paperless.certsign.ro and websign.ro (“Platform”) to **CERTSIGN S.A.** (hereinafter referred to as “certSIGN”), with the registered office in Bucharest, , 107A, Sos. Oltenitei, building C1, 1st floor, room 16, sector 4, registered with the Trade Register under nr. J40/484/17.01.2006, CUI 18288250, bank account with IBAN IBAN RO89RZBR0000060007573036 opened with Raiffeisen Bank SMB, Phone: 0311 011 870, Fax: 021 311 9905, E-mail: office@certsign.ro, (“certSIGN”) are governed by these General Terms and Conditions, the Terms and Conditions for the Provision of Certification Services for Qualified Digital Certificates, and the terms and conditions contained in the Order.

certSIGN is a qualified trust service provider accredited as per EU Regulation 910/2014 on electronic identification and trust services for electronic transactions on the internal market and with Order no. 449 of May 30, 2017 on the procedure for granting, suspending and withdrawing the status of qualified trust service provider in accordance with Regulation (EU) No 910/2014.

1.2. The order acceptance date is considered to be the date on which certSIGN sent an e-mail accepting and registering your order.

2. PAYMENT METHOD

2.1. The price stipulated in the order is paid through the electronic payment service available within the Platform.

2.2. Bank fees related to payments are borne by certSIGN.

3. SERVICE DESCRIPTION

By ticking the button “Place order and make payment” you request the provision of the ordered certification services.

Certification services are the provision of digital content that is not delivered on a physical medium and consist of identity verification by video or certME electronic identification means (certME EIM), as appropriate, in order to issue a qualified digital certificate, or verification of the data and documents provided for the issuance of a new digital certificate on the basis of the certificate already held by you, access to the Paperless webSIGN signing platform for the entire validity period of the digital certificate, Paperless vToken (virtual token) application license, issuance of a qualified digital certificate and signing and time-stamping service.

In order to use the identity verification service by video means, the customer must:

- have a device with microphone and webcam (phone/laptop/desktop with microphone and camera with a resolution of min. 2 megapixels and the recommended browser is Google Chrome);
- have a good internet connection and
- present, in original, a valid identity card or passport issued by the public authorities of the countries on the list available at <https://www.certsign.ro/en/list-identity-documents-video-identification/> .

To use the certME EIM you need to open the application on your mobile phone, verify the requested data and accept the request to transmit data to certSIGN.

To issue a new digital certificate based on the certificate you already hold, you must go through the rekey process described in the email notifying you that your certificate is about to expire or in your Paperless webSIGN account.

Certification services will be provided in accordance with the "Terms and Conditions for the Provision of Certification Services for Qualified Digital Certificates" on electronic identification and trust services for electronic transactions in the internal market available at <https://www.certsign.ro/en/document/certsign-public-ca-terms-and-conditions-for-remote-signature/>.

To activate and use the Paperless webSIGN service, the customer must have internet access and own a smart phone with iOS or Android operating system.

Access to Paperless webSIGN is subject to the "Terms of Use of the Paperless webSIGN Service" available at <https://www.certsign.ro/en/document/paperless-websign-service-terms-of-use/> and Google Chrome browser is required. The service allows you to sign up to 10 documents of up to 20MB in one signing session.

The timestamping service is provided under the Certification Practice Statement of the timestamping service available at <https://www.certsign.ro/en/document/certsign-tsa-2-certification-practice-statement/> and the Terms and Conditions of use of the timestamping services available at <https://www.certsign.ro/en/document/certsign-tsa-2-terms-and-conditions/>. Only documents signed in the paperless webSIGN platform are timestamped.

Use of the Paperless vToken application is subject to the terms and conditions set forth in the "Terms of use of Paperless vToken Service" available at <https://www.certsign.ro/en/document/paperless-vtoken-service-terms-of-use-standard-license/>, and only during the validity period of the certificate.

4. SERVICE DELIVERY

i) If you have gone through the identification process, the identification service for the issuance of a qualified digital certificate is considered provided.

After your identification, certSIGN will grant you the right to access and use the Paperless webSIGN signing platform and will allow you to download the Paperless vToken application, by automatically sending an invitation to create an account in the platform. After creating the account, at the time of authorizing the signing of the Terms and Conditions in the Paperless webSIGN signing platform, you will be issued the qualified digital certificate that you will be able to use for the electronic signing and marking of documents.

ii) In the case of issuing a new certificate on the basis of the certificate already held by you, the provision of services shall begin when certSIGN sends by e-mail the confirmation that the order has been accepted. After checking the data entered and the documents uploaded to the Platform, certSIGN will issue the qualified digital certificate 3 days before the current certificate expires and will inform you by e-mail about the issuance of the certificate.

If the information and documents provided in the Platform do not correspond to the information held by certSIGN on the basis of the current digital certificate that is about to expire, for the issuance of the new digital certificate you must contact certSIGN at the telephone number 0311.011.870 or by e-mail address at office@certsign.ro in order to establish the necessary steps to verify your identity and issue the new certificate.

5. VALIDITY PERIOD

These general terms and conditions come into force on the date on which certSIGN has sent by e-mail the acceptance and registration of your order and are applicable throughout the period of service provision of services, including throughout the certificate validity.

The ordered services can be used for the entire validity period of the issued qualified digital certificate.

The signing and time-stamping service can be used within the limit of the number of transactions included in the service package ordered.

Transaction means the application of a single signature and a single timestamp on the document.

6. RIGHT OF WITHDRAWAL

If you are a consumer within the meaning of GEO 34/2014 on consumer rights in contracts concluded with professionals, as well as for the amendment and completion of some normative acts, you can manifest your right of withdrawal provided by art. 9 only if, after placing the order:

- you no longer go through the identification by video means in order to verify your identity for the purpose of issuing the qualified digital certificate.
- in case of identification with CERTME electronic identification means, you do not initiate the process of verification and data collection by certSIGN for the purpose of issuing the qualified digital certificate.

To exercise the right of withdrawal send an email from the email address stated in the order to office@certsign.ro, which should include the following information:

- Full name
- Order number
- Services ordered
- The fact that you want to withdraw from the order for the provision of certification services.

The date on which you inform us that you wish to withdraw from the order is considered to be the date of receipt of the e-mail by certSIGN.

If i) you have gone through the process of verifying your identity by video means or ii) you have initiated the process of verifying and obtaining data by certSIGN through certME or iii) you have ordered the issuance of a new digital certificate on the basis of your current certificate, you will not be able to benefit from the right of withdrawal according to art. 16 letter m) of GEO 34/2014.

7. COPYRIGHT

All copyright, related rights and intellectual property rights in the services belong to Certsign S.A. or its affiliates or third party suppliers.

You do not acquire any intellectual, industrial or copyright rights over the Site, the paperless.certsign.ro or websign.ro Platform, the Services and, more generally, the systems, software, structures, infrastructures, databases and content of any kind (designs, texts, images, pictures, music, logos, trademarks, databases, etc.) used by certSIGN as part of the provision of the Services to you.

You only acquire a right to use these elements for the sole purpose of using the services.

Any disassembly, decompiling, decryption, extraction, reuse, copying and, in general, all acts of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorisation of certSIGN are strictly prohibited and may be subject to legal proceedings.

8. TERMINATION OF ORDER

Termination of the order occurs in the following cases:

- automatically and without further formalities, on the date of expiry of validity according to Article 5;
- under the conditions set out in the Terms and Conditions for the Provision of Certification Services for Qualified Digital Certificates;
- if you have not activated your account and authorised the issuance of the digital certificate within 60 days from the date on which certSIGN has sent you the invitation to activate your account in the Paperless webSIGN application or, as the case may be, if you have not provided the information and documents requested in the process of issuing a digital certificate under the current certificate held by you.

Upon termination of the order the digital certificate loses its validity and the certificate holder loses the right to use Paperless webSIGN and Paperless vToken.

9. GOVERNING LAW AND DISPUTES

These general conditions are governed by the Romanian law. Any dispute between the parties shall be settled by the competent court.

certSIGN deals with any complaint you may have in relation to these General Terms and Conditions in accordance with the Procedure for Receiving and Handling Complaints available at <https://www.certsign.ro/en/procedure-receiving-processing-complaints/>.