

GENERAL CONDITIONS APPLICABLE TO ORDERS SUBMITTED THROUGH THE PLATFORM**emitere.certsign.ro****1. REGULATIONS**

1.1. The orders for the provision of certification services for issuing a qualified digital certificate for a qualified electronic signature stored on a secure cryptographic device – “token” – submitted through the platform emitere.certsign.ro (“the Platform”) to CERTSIGN S.A. (hereinafter referred to as “certSIGN”), having its registered office in Bucharest, 107A, Sos. Olteniței, Building C1, 1st floor, room 16, sector 4, registered with the Trade Register under no. J2006000484402, VAT no. 18288250, bank account IBAN RO89RZBR0000060007573036 opened with Raiffeisen Bank SMB, Telephone: 0311 011 870, Fax: 021 311 9905, E-mail: office@certsign.ro, (“certSIGN”), are governed by these general terms and conditions, by the Terms and Conditions regarding the provision of trust services for qualified digital certificates stored on a secure cryptographic device (token), as well as by the conditions included in the order. The general terms and conditions of online sales apply to the orders submitted through the Platform insofar as they do not conflict with these general conditions. certSIGN is a qualified trust service provider, accredited in accordance with EU Regulation No. 910/2014 on electronic identification and trust services for electronic transactions in the internal market, and with Order No. 449 of May 30, 2017, regarding 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 date of order acceptance is the date on which certSIGN has sent an email confirming the acceptance and registration of your order.

2. PAYMENT METHODS

2.1. Payment of the price specified in the order shall be made through the electronic payment service available on the Platform.

2.2. Bank fees related to the payments shall be borne by certSIGN.

3. DESCRIPTION OF SERVICES

By selecting the “Place order and make payment” button, you request the provision of the ordered certification services. The services include: identity proofing through video means for the purpose of issuing a qualified digital certificate, certification services consisting of the provision of digital content delivered on a token, delivery of the qualified digital certificate on the token for signing, and the clickSIGN application license for electronic signing. To use the video-based identity verification service, the client must:

- have a device equipped with a microphone and webcam (phone/laptop/desktop with a microphone and camera with a minimum resolution of 2 megapixels; the recommended browser is Google Chrome);
- have a stable internet connection; and
- present a valid identity card issued by the Romanian authorities, in original form.

The certification services will be provided in accordance with the “Terms and Conditions regarding the provision of trust services for qualified digital certificates stored on a secure cryptographic device (token)” and with EU Regulation No. 910/2014 on electronic identification and trust services for electronic transactions in the internal market.

certSIGN S.A.

Fiscal Code **RO18288250**, Trade Register: **J2006000484402**, EUID: **ROONRC.J2006000484402** Capital social: **2.130.120,00 RON**
Registered Office: 107A Olteniței Road, Building C1, 1st Floor, Room 16, District 4, Bucharest, Romania
Phone: +40 31 101 18 70, Fax: +40 21 311 99 05, E-mail: office@certsign.ro
ISO 9001-26325/06/R, ISO 14001-EMS-3928/R, OHSAS 18001-OHS-957, ISO 27001-111/10: RINA SIMTEX-RENAR
ISO 9001-IT-85030, ISO 14001-IT-84805, OHSAS 18001-IT-84806; ISO 27001-IT-850322: IQNET ISO 20000-1-ITSMS-31/13: ACCREDIA

The use of clickSIGN shall comply with the conditions of the standard clickSIGN License available upon installation of the application and only for the validity period of the certificate.

To securely use the qualified digital certificate for qualified electronic signatures, the client must ensure that:

- the device (PC, laptop, etc.) that is used for creating digital signatures together with the cryptographic token is permanently secured. In this regard, cybersecurity recommendations available at www.certsign.ro may be consulted;
- the cryptographic token and its PIN are permanently under the client's control to protect the private key (to prevent its compromise, alteration, or unauthorized use); certSIGN is not responsible if the token is transferred, lost, or accessed by another person during certificate validity;
- the mobile phone number provided to certSIGN remains solely in the client's possession and under their control for the purpose of receiving the services.

4. SERVICE DELIVERY

If you have completed the video identification process, the identification service for the issuance of a qualified digital certificate is considered to have been provided.

After your identification, certSIGN will issue your qualified digital certificate and deliver it to you by courier together with the token, to the address specified in your order. You will also be able to download the clickSIGN application along with the token software from certSIGN website, at the address indicated in the documents you will receive together with the certificate.

5. CERTIFICATE ACCEPTANCE

Upon receiving the certificate, you are required to verify its contents and the accuracy of the data within 3 days. If the certificate contains any irregularities, errors, or discrepancies compared to the data provided for registration:

- immediately notify certSIGN at office@certsign.ro to request the revocation of the certificate;
- certSIGN will contact you as soon as possible to issue a new certificate with the correct data.

6. VALIDITY PERIOD

These general terms and conditions enter into force on the date when certSIGN sends the confirmation email of the acceptance and registration of your order and remain applicable throughout the entire period of service provision.

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

7. RIGHT OF WITHDRAWAL

If you are a consumer within the meaning of OUG 34/2014 on consumer rights in contracts concluded with professionals, as well as for amending and supplementing certain normative acts, you may exercise your right of withdrawal provided under Article 9 within 14 days from the date of acceptance of your order by certSIGN, but no later than the moment you receive the electronic signature kit. Once the kit has been received, you will no longer be entitled to exercise the right of withdrawal in accordance with Article 16(a) of OUG 34/2014.

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To exercise your right of withdrawal, you must send an email from the address declared in your order to office@certsign.ro, containing the following information:

- Full name
- Order number
- Ordered services
- A statement indicating that you wish to withdraw from the order for certification service provision.

The date on which you communicate your intention to withdraw from the order is considered the date on which certSIGN receives your email.

8. TERMINATION OF THE ORDER

The order shall terminate in the following cases:

- automatically and without any other formalities, on the date of expiry of validity as provided in Article 6;
- under the conditions set forth in the Terms and Conditions regarding the provision of certification services for qualified digital certificates in accordance with Regulation (EU) No. 910/2014;
- in the event of certificate revocation under the conditions provided in Article 5 of these general terms and conditions, if you do not wish to have another certificate issued.

9. GOVERNING LAW AND DISPUTES

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

certSIGN handles any complaint or claim you may have regarding these general terms and conditions in accordance with the Complaint Receipt and Processing Procedure available at <https://www.certsign.ro/ro/procedura-primire-procesare-sesizari/>.

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