

## Terms of use of Paperless flowSIGN Service („Terms“)

Thank you for using the **Paperless flowSIGN Service (“The Service”)**. This is a service provided by CERTSIGN S.A. with the registered office in Bucharest, sector 4, 107A, Oltenitei Street, 1<sup>st</sup> floor, room 16 (**„certSIGN”, „us” or „our company”**) via the **Paperless flowSIGN** platform. The use of the Service is subject to these Terms of Use (referred to the **„Terms”**).

### 1. Your use of Paperless flowSIGN Service

The Service can be used for the electronic signing of documents by one or multiple signers.

The service provides for the creation of the following types of electronic signatures:

- Electronic signature, as defined by the European Regulation No 910 / 2014, ensures the authenticity and integrity of signed documents by applying a qualified electronic seal of the **Paperless flowSIGN** platform,
- electronic signature in AdES technical format meeting the requirements of Art. 26 lit. c) and d) of EU Regulation 910/2014
- qualified electronic signature based on a qualified digital certificate.

Following the purchase of the Service by means of a signed Agreement with Certsign S.A. you can create signing flows via the **Paperless flowSIGN** platform. Within a signing flow, you can upload multiple documents to be signed using the platform.

The service also allows the transfer of documents to the electronic archiving service purchased from certSIGN under the conditions set out in the contract concluded with certSIGN.

A **user** of the Service is the person who creates signing flows and uploads documents to the platform (“Initiator”), the person who archives the documents uploaded to the platform (“Archiving Operator”), the person who manages the archiving metadata gazetteer (“Archivist”), and also the person who signs the documents, using one of the three types of electronic signatures mentioned above, via the Paperless flowSIGN platform (“Signer”). A user who submits to the provisions of this document is also the person or entity who acquired access to the Service.

Access to the **Paperless flowSIGN** Service is based on a username (e-mail address) and a password. For users who sign with an electronic signature in AdES technical format, access is by accessing a link received by e-mail at the request of an Initiator.

Depending on the security level used for signing, which is established by contract, you must either have a mobile phone with iOS or Android operating system on which to run an Authenticator type application (such as Google Authenticator, Microsoft Authenticator), or be in possession of a phone on which you can receive SMS messages and access the flowSIGN application (preferably using the Google Chrome browser) by one of the above means laid down in the contract.

Also, when using the Service, you must abide by the provisions set out in these Terms, as well as, where applicable, in the agreement between Certsign and the entity who acquired access to the Service.

The service can be used by a Signer - holder of a digital certificate, for the duration of the validity of the digital certificate that the latter holds, and by a Signatory with electronic signature only for signing documents in the signature flow in which it has been included by the Initiator. The other users (the Initiator, the Archiving Operator and the Archivist) may use the Service for as long as they hold this role. If you have an account, you must keep your account details safe and not allow anyone to access it. The account of a Signer will be deleted after one year from the expiration of the last digital certificate issued and used in the application. Other users' accounts are kept for the period agreed with the entity that purchased access to the Service, not exceeding the contractual period, after which they are deleted.

You may not collect or gather personal data (including account names) of other users of the Service or users of other Certsign services through the Service.

#### certSIGN S.A.

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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 service can be used for pdf documents, except for interactive forms, and allows signing in a signing flow of up to 5 documents of maximum 2 MB each. The maximum duration of a flow is 30 days. Documents uploaded to the platform in a signing flow will be automatically deleted after a period of 30 days from the date of flow completion. If the agreement concluded with certSIGN provides different terms of use than those set out in this paragraph, the provisions of the agreement shall apply.

The service allows concurrent access of an unlimited number of Users which may create some difficulties or delays in using the system.

## 2. Permission to use the Service

All rights of any kind over the **Paperless flowSIGN** platform, applications, software and Service are completely and exclusively reserved by and to **CERTSIGN S.A.** and are protected by the Romanian copyright and related rights law and by other applicable laws and treaties.

You may use the **Service** only as stipulated in these **Terms** and in the Agreement between you or your employer and certSIGN for the acquisition of the **Paperless flowSIGN** Service. You may not rent, transfer, sublicense, modify, convert, translate, reverse engineer, decompile or create derivative works from the **Paperless flowSIGN** Service, and you may not allow others to do so. You may not grant access to **Paperless flowSIGN** to other users and you must not allow others to do so.

Any such unauthorized use will lead to the immediate and automatic termination of access to the Service and will draw your criminal and / or civil liability.

You may not upload, sign, transfer, distribute or otherwise make available files or other materials containing texts, images, photographs, software or other materials protected by intellectual property laws, including, but not limited to, copyright and trademarks laws (or secret or advertising rights), unless you own or control these rights or have received all necessary consents to do so and in no case materials that infringe the rights and freedoms of individuals, violates legal prohibitions, good morals or good practices. You are entirely and solely responsible for the materials and documents uploaded for signing, as Certsign does not access or retain the documents and materials you uploaded.

You may not use any material or information, including images or photographs, available through the **Paperless flowSIGN** platform in any way that infringes any copyright and related rights, trademarks, patents, trade secrets or other proprietary rights pertaining to CERTSIGN S.A. or to any other third party.

You may not upload, transfer, distribute, or otherwise make available files or materials that contain viruses, trojans, worms, time bombs, cancellation bots, corrupt files, or any other similar software or program that may damage the **Paperless flowSIGN** platform and the Service, computer operation or the property of others.

You may not use any part of **Paperless flowSIGN** to gather or otherwise collect information about others, including e-mail addresses.

None of the binary codes of the applications underlying the platform and the **Paperless flowSIGN** service, the source code of **Paperless flowSIGN** or the reusable code of **Paperless flowSIGN** may not be used or converted without the written consent of **CERTSIGN S.A.**

## 3. Separation by components

The Service is provided as a single product. It is not allowed to separate it into components.

## 4. Transfer

It is not possible to transfer the right to access the Service, as it is granted only to you after purchasing the Service.

## 5. Customer support

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**CERTSIGN** may but is not bound to provide customer support. Unless otherwise provided in a separate written agreement with **CERTSIGN**, it may terminate any assistance it may provide at any time at its sole discretion.

## 6. Exceptions and limitations

**The Paperless flowSIGN service** and any software, files, data and accompanying materials are distributed and provided as is and without warranties of any kind, whether express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose. **CERTSIGN** does not guarantee or make representations regarding its use or the result of its use. **CERTSIGN** does not warrant that the use of any passwords and / or encryption options will be effective in preventing the unintentional disclosure and is not responsible for any information contained in any file.

**CERTSIGN** does not warrant that the Service will operate without interruption or error. Certsign cannot guarantee the maximum response time of the service, which may depend on several factors, such as: availability and internet load, the type and size of the document and the number of documents, the number of Signers and the load factor of the service at the time of your signing session.

There is no guarantee for the optional antivirus scan option (**Paperless flowSIGN** does not scan for viruses; it only runs external software applications that claim to fulfill this role). Bear in mind that any software, including the **Paperless flowSIGN** software, must be thoroughly tested with non-critical data before its use, and you undertake the entire risk of all uses of the copies covered by this License. This disclaimer is an essential part of this License.

To the extent that applicable laws do not expressly prohibit such limitations, **CERTSIGN** will not be liable for any damage or financial loss resulting from the use or inability to use **Paperless flowSIGN**. Any liability of **CERTSIGN** will be limited exclusively to the return of the price paid to **CERTSIGN**. Also, in no event shall **CERTSIGN** or its directors, investors, agents, employees, affiliates, contractors subsidiaries or shareholders be liable for any indirect, accidental, consequential, special or punitive damages of any kind related to the use of **Paperless flowSIGN** or for your relationship with **CERTSIGN**, (including, but not limited to, loss of data and information, profit, gains, opportunities or business advantages or business interruptions), or based on a claim or action of contract, warranty, negligence, strict liability, contribution, indemnity or any other legal theory or cause of action, even in the case of warning of the possibility of such damages.

In addition, under no circumstances does **CERTSIGN** authorize you or anyone else to use applications or systems where the failure of **Paperless flowSIGN** to run can be anticipated as resulting in physical injury or loss of property or life. Any such use is entirely at your own risk and you agree not to hold **CERTSIGN** liable for any claims or losses related to such unauthorized use.

Neither the name of **CERTSIGN** nor the names of its products may be used to support or promote products derived from this Service without the prior written permission of **CERTSIGN**.

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