

Terms of use of Paperless webSIGN

("Terms")

Thank you for using the **Paperless webSIGN Service ("The Service")**. This is a service provided by CERTSIGN S.A. having the registered office in Bucharest, sector 4, 107A Oltenitei Avenue, Floor 1, Room 16 (**„certSIGN”, „us” or „our company”**) via the **Paperless webSIGN** platform. The use of the Service is subject to these Terms of Use (referred to as the **„Terms”**).

1 Your use of Paperless webSIGN

Following the purchase of a remote electronic signing certificate, through a contract signed with Certsign S.A., you can, through the **Paperless webSIGN** platform, upload documents to the platform, sign them remotely with the electronic signature certificate **during a signing session**, and **download them to your own workstation**.

You must have a mobile smart phone device with iOS or Android operating system on which to run an Authenticator type application (Google Authenticator, Microsoft Authenticator) and access the **Paperless webSIGN** platform, preferably using a Google Chrome browser.

You must also comply with the terms of the contract between you and Certsign when using the Service.

The service can only be accessed by you, the holder of a certificate for remote electronic signing, throughout the entire certificate validity period. 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.

You do not have the right to gather or collect personal data (including account names) from other users of the Service or from users of other Certsign services through the Services.

The Service allows the use of pdf and non-pdf documents, except with interactive forms, and allows signing of up to 10 documents of 20MB each, in a signing session.

The signed document must be downloaded from the platform before logging out of the platform, as it is automatically deleted by the Service and can no longer be recovered. We do this to protect your data and documents so that they cannot be accessed by Certsign either during or after the signing session.

The service allows concurrent access to an unlimited number of remote users as long as each user has a qualified certificate valid for remote electronic signing via the **Paperless webSIGN** platform, which may create some difficulties or delays in completing the signing session.

certSIGN S.A.

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ISO 9001-26325/06/R, ISO 14001-EMS-3928/R, OHSAS 18001-OHS-957, ISO 27001-1117/10: 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

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2 Permission to use the Service

All rights of any kind on the **Paperless webSIGN** platform, applications, software and Service are completely and exclusively reserved by and for **CERTSIGN SA** and are protected by the Romanian copyright law and related rights and by other applicable laws and treaties.

You may use the **Service** only as stipulated in these **Terms** and in the Agreement between you and CertSIGN for the acquisition of the certificate for remote electronic signing through the **Paperless webSIGN** platform. You may not rent, transfer, sublicense, modify, convert, translate, disassemble, decompile, or create derivative works from the **webSIGN Paperless** Service, and you may not allow such things to others. You cannot grant access to **Paperless webSIGN** to other users and you cannot allow anyone 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 uploaded by you.

You may not use any material or information, including images or photographs, available through the **Paperless webSIGN** platform in any way that infringes any copyright and related rights, trademarks, patents, trade secrets or other proprietary rights of CERTSIGN SA or of 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 webSIGN** platform and the Service, operation of computers or the property of others.

You may not use any part of **Paperless webSIGN** 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 webSIGN** Service, **Paperless webSIGN** source code or the **Paperless webSIGN** reusable code may not be used or converted without the written approval 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.

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4 Transfer

It is not possible to transfer the right of access to the Service, as it is granted only to you after purchasing a certificate of remote electronic signing through the **Paperless webSIGN** platform.

5 Customer support

CERTSIGN may, but is not required 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

Paperless webSIGN 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 duration of a signing session, as it may depend on several factors, such as the internet availability and upload, the type and size of the document and the number of documents, the degree of service demand at the time of your signing session.

There is no guarantee for the optional antivirus scan option (**Paperless webSIGN** does not scan for viruses; it only runs external software that claim to fulfil this role). Bear in mind that any software, including **Paperless webSIGN**, must be thoroughly tested with non-critical data before its use, and here 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 webSIGN**. 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, officers, 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 webSIGN** or the 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.

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In addition, under no circumstances does **CERTSIGN** authorize you or anyone else to use applications or systems where the failure of **Paperless webSIGN** 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.

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