

## Terms of use of the Paperless Preservation Service ("Terms")

Thank you for using **Paperless Preservation ("the Service")**. This is a service provided by CERTSIGN S.A. with the registered office in Bucharest, 4th Sector, 10A Oltenitei Street, 1st floor, office 16 („CERTSIGN S.A.", „us" or „our company") via the **Paperless Preservation** platform. The use of the Service is subject to these Terms of Use (referred to as the „Terms").

certSIGN is a Qualified Trust Service Provider under the Regulation (EU) 910/2014, with policies validated annually through audits conducted in accordance with the LSTI-Q055 certification scheme for Trust Service providers.

Contact: Policies and Procedures Management Body (PPMB) [office@certsign.ro](mailto:office@certsign.ro) (+4021)3119901.

Availability and other information, including the available policies, are available in the "Qualified service for long-term preservation and guarantee of electronic signatures (QPS) - Policies, Practices and Procedures Statement" published at: <https://www.certsign.ro/repository>

The list of available policies supported by certSIGN are:

- 1.3.6.1.4.1.25017.5.2.1 With signature completion and storage
- 1.3.6.1.4.1.25017.5.2.2 With signature completion & temporary storage
- 1.3.6.1.4.1.25017.5.2.3 With signature completion and without storage
- 1.3.6.1.4.1.25017.5.2.4 General data preservation and storage scheme
- 1.3.6.1.4.1.25017.5.2.5 General data preservation scheme and temporary storage
- 1.3.6.1.4.1.25017.5.2.6 General data preservation scheme and no storage

### 1 Your use of the Paperless Preservation Service

Following your purchase of the Service through a contract signed with CERTSIGN S.A. you can preserve documents signed electronically. For each preservation request, the service performs the validation of the electronic signatures/seals contained in the document, the augmentation and the qualified timestamping of the document. If the document fails at the validation stage, the flow is interrupted, the document will be deleted, and you will be notified.

The Paperless Preservation service saves the preservation evidence of electronic documents and signature/seals.

The preserved document will be re-augmented periodically, in the following situations:

- at your request;
- before the timestamping certificate expires;
- upon modification of the list of cryptographic algorithms accepted by the approved standardization institutions.

The Service can be provided with or without document storage.

- For the storage option, the service can be integrated with the electronic archiving service of certSIGN.
- For the option without storage, you must implement a component for receiving the notifications sent by the Paperless Preservation service in order to re-augment the documents. The documents will be kept by CERTSIGN S.A. for a maximum period of 5 days from the date of the request for preservation, after which they will be automatically deleted. If the contract concluded with certSIGN provides for retention periods different from those set out in this paragraph, the provisions of the contract shall apply.

#### certSIGN S.A.

VAT Code: **RO18288250**, Trade Register: **J2006000484402**, EUID: **ROONRC.J2006000484402**, Registered Capital: **2.130.120,00 LEI**  
Registered Office: 107A Oltenitei Avenue, C1 Building, 1<sup>st</sup> Floor, Room 16, S4, Bucharest, Romania  
Telephone: +40 311011870, Fax: +40 21 311 99 05, E-mail: [office@certsign.ro](mailto: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

For the option with storage, the Paperless Preservation Service allows the user to request, in writing, through the legal or conventional representative, the export-import package containing the preserved data, the evidence and all the information needed to validate the evidence.

For authentication to the web preservation service exposed by CERTSIGN S.A, you must hold a client certificate, issued by CERTSIGN S.A..

You must also comply with the conditions set out in the contract between you and CERTSIGN S.A..

The service can be accessed only with the client certificate issued by CERTSIGN S.A. for this purpose. You must keep your account details safe and not share it with anyone.

The service can be used for documents signed electronically in PadES format, with dimensions less than 20 MB.

The archived journals of logs are kept at least 3 years.

## 2 Permission to use the Service

All the rights of any kind over the **Paperless Preservation platform**, applications, software and the Service are entirely and exclusively reserved by and to CERTSIGN S.A. and are protected by the Romanian law on copyright 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 signed with certSIGN for the acquisition of Paperless Preservation Service for electronic signatures and seals. You may not rent, transfer, sublicense modify, convert, translate, reverse engineer, decompile or create derivative works from **Paperless Preservation**, and you may not allow others to do so. You may not grant access to **Paperless Preservation** 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 trademark 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 preservation.

You may not use any material or information, including images or photographs, available through **Paperless Preservation Service** 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 Preservation Platform** and the Service, computer operation or the property of others.

You may not use any part of **Paperless Preservation** or the Service to gather or collect information about others, including email addresses.

None of the binary codes of the applications underlying the platform and the **Paperless Preservation Service**, the source code of **Paperless Preservation** or the reusable code of **Paperless Preservation** 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 according to the agreement.

### 5 Customer support

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

**Paperless Preservation** 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 S.A. does not warrant that the Service will operate without interruption or errors. CERTSIGN S.A. cannot guarantee the maximum time of a request, as it depends on several factors, such as: internet availability and load, the type, size and number of documents, and the load factor of the Service at the time of request.

There is no anti-virus scanning option (Paperless Preservation does not scan for viruses).

Insofar as 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 the **Paperless Preservation Service**. Any liability of CERTSIGN S.A. will be limited exclusively to the return of the price paid to CERTSIGN S.A.

Also, in no event shall CERTSIGN S.A. 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 **the Paperless Preservation Service** or for your relationship with CERTSIGN S.A., (including, but not limited to, the loss of data and information, profit, gains, business opportunities or 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 circumstance does CERTSIGN S.A. authorize you or anyone else to use applications or systems where the failure of the **Paperless Preservation Service** 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 CERTSIGN S.A. nor the names of its products may be used to support or promote products derived from this Service without prior written permission of a CERTSIGN S.A..

CERTSIGN S.A. may have patents, protected applications, trademarks, copyrights and related or other intellectual property rights covering these topics in any web pages that are part of this **Service**. Except for the data expressly provided in these **Terms**, the provision of such web pages to you does not grant you a license for these patents, trademarks, copyrights and related or other intellectual property rights. Any rights not expressly granted herein are reserved to CERTSIGN or its suppliers.

### 7 Applicable law and disputes



These Terms of Use are subject to Romanian law. Disputes of any kind arising from the conclusion and execution of these Terms of Use shall be settled amicably or, in the event of failure, shall be submitted to the competent courts of common law in Romania, in accordance with the Romanian law in force. CERTSIGN S.A. may change the Terms of Use at any time at its sole discretion. Any changes will be published on the website. Users are responsible for reviewing and for getting acquainted with any such changes. Unless otherwise specified, the changes will take effect immediately after the publication of the new Terms of Use.