

## Terms of use of Paperless Validation Service

### ("Terms")

Thank you for using the **Paperless Validation Service ("The Service")**. This is a service provided by CERTSIGN S.A. with the registered office in Bucharest, 4th Sector, 107A Oltenitei Street, 1st floor, room 16 („CERTSIGN S.A.", „us" or „our company") via the **Paperless Validation** platform. The use of the Service is subject to these Terms of Use (referred to as the „Terms").

The Paperless Validation Service applies the **certSIGN Signature Validation policies**,

- OID: 1.3.6.1.4.1.25017.4.2.1.2 – default PadES policy - does not apply general constraints; accepts PadES-B, T, LT, LTA signatures, and have used algorithm specific constraints.
- OID: 1.3.6.1.4.1.25017.4.2.2.1 – CadES policy – - does not apply general constraints; accepts CadES signatures, and have used algorithm specific constraints.

These are detailed in the *certSIGN Paperless Validation Policies and Practices Statement for Qualified Signature/Seal Validation Services (QSVS-PPS-EN)*. The last version of QSVSPPS-EN, is available in: <https://www.certsign.ro/en/document/policies-and-practices-for-qualified-validation-service/>

The TSP's trust service conformity assessment scheme is based on the LSTI-Q055-v6.4 scheme, referencing ETSI EN 319 401 and ETSI TS 119 441.

According to ETSI EN 319 102-1, Proof Of Existence (POE) is any evidence that proves that an object (a certificate, a CRL, signature value, hash value, etc.) existed at a specific date/time, which may be a time stamping in the past.

### 1 Your use of Paperless Validation

Following your purchase of the Service through a contract signed with CERTSIGN S.A. you can validate electronically signed PDF documents. For each validation request you will receive a response that will contain the validation result and a validation report on which CERTSIGN applies a qualified seal in accordance with Regulation 910/2014.

You must have a client certificate, issued by CERTSIGN SA, for authentication to the validation web service exposed by CERTSIGN SA.

Also, when using the Service, you must abide by the terms of the agreement you signed with CERTSIGN S.A.

#### 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  
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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 only be accessed with the client certificate issued by CERTSIGN S.A. for this purpose. You must keep your account details safe and not allow anyone to access it.

The service can be used for PDF documents according to ISO 32000: 2: 2017.

The signed report can be obtained in a validation session in response to the validation request and can be obtained later only through a new validation request.

certSIGN Paperless Validation reports and the service event logs are retained for 3 years from the date of generation.

## 2 Permission to use the Service

All rights of any kind over the **Paperless Validation** 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 signed with certSIGN for the acquisition of **Paperless Validation** validation service. You may not rent, transfer, sublicense modify, convert, translate, reverse engineer, decompile or create derivative works from **Paperless Validation**, and you may not allow others to do so. You may not grant access to **Paperless Validation** to other users and you must not allow other 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 validation, as CERTSIGN S.A 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 **Paperless Validation** 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 Validation** and the Service, computer operation or the property of others.

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

None of the binary codes of the applications underlying the platform and the **Paperless Validation service**, the source code of **Paperless Validation** or the reusable code of

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**Paperless Validation** 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

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 Validation 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 cannot guarantee the automatic validation of qualified electronic signatures and seals if the issuing certification authorities do not ensure the availability of certificate validation services (OCSP, CRL) and if the EU and Member State Lists on qualified trust service providers are not available.

CERTSIGN S.A. 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 Validation** does not scan for viruses; it only runs external software applications that claim to fulfil this role). Bear in mind that any software, including **Paperless Validation**, must be thoroughly tested with non-critical data before its use, and you undertake the entire risk of all uses of 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

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**Paperless Validation.** 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 **Paperless Validation** 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 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 **Paperless Validation** 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 product. 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.

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.

## 7 Service availability

Availability of certSIGN document repository and the combined CRL repository is designed to exceed 99.8% of business hours - defined as 24 hours a day, seven days a week, excluding planned maintenance periods. Planned maintenance periods will be announced on <https://www.certsign.ro> at least 24 hours in advance. In case of unavailability due to a catastrophe, failure of infrastructure outside the control of certSIGN or any other reason, certSIGN will make best endeavours to reinstate availability of the service within 24 hours.

## 8 Dispute settlement

The law applicable to these Terms is Romanian law.

Disputes related to Trust Services provided by certSIGN shall be settled initially through a conciliation procedure, (<https://www.certsign.ro/en/procedure-receiving->

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*processing complaints/*) during which both Parties shall in good faith negotiate solutions in respect of any disputes arising. If the specific complaint is not settled within thirty (30) days of the commencement of the conciliatory process, the Parties may refer the dispute to the appropriate courts of Bucharest, Romania (the applicable legal system).

## 9 Processing of personal data

In order to provide the Service, certSIGN processes exclusively the personal data strictly necessary for the achievement of this purpose ("Purpose") in accordance with Article 6(b) of Regulation (EU) 2016/679 - GDPR.

Thus, certSIGN processes the following categories of personal data:

- the data included in the digital certificates on which the verified electronic signatures are based,
- other personal data contained in documents submitted to the Service, • logs.

certSIGN is not responsible for the content and nature of the electronic documents that will be transmitted to the Paperless Validation Service. You have the responsibility for the legality of the transmission to certSIGN of the personal data for the achievement of the Purpose.

certSIGN will process personal data for the entire period of provision of the Service and storage of the validation report referred to in point 1 above.

The personal data in the documents submitted to the service are deleted when the validation report is issued.

More details about the processing of personal data carried out by certSIGN and the rights you have under GDPR can be found in the Information Note available at <https://www.certsign.ro/en/information-note-on-the-processing-of-personal-data/>.

To exercise your rights under Articles 13-22 and Article 7 (3) of the GDPR, you may submit a written, dated and signed request to certSIGN's Personal Data Protection Department:

- Email address: [dpd@certsign.ro](mailto:dpd@certsign.ro)
- 29A, Tudor Vladimirescu Blvd, AFI Tech Parc 1, 2nd floor, Bucharest, S5.

## 10 Final provisions

Any communication between the parties relating to the performance of the services must be sent in writing by e-mail to [office@certsign.ro](mailto:office@certsign.ro).

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