

## Terms of Use for Token Utility by certSIGN

These Terms of Use (referred to as the "Terms") govern the provision and use of the Token Utility by certSIGN app and related services.

Please read these Terms carefully before using Token Utility by certSIGN.

By installing and using the Token Utility - certSIGN app, you confirm that you agree to these Terms. If you do not agree to these Terms, please refrain from or cease installing or using Token Utility by certSIGN.

These Terms and Conditions are available in Romanian and English. All language versions have equal legal force.

The application and related services are provided by CERTSIGN S.A., with its registered office at 107A Șos. Olteniței, 1st floor, room 16, Sector 4, Bucharest, registered with the Trade Register under no. J2006000484402, unique registration code 18288250 ("certSIGN").

This document may be amended or updated at any time by certSIGN; you must access the relevant link, which is also available within the app, where you will find the most recent version of these Terms and Conditions.

### 1 Availability of the application

Token Utility by certSIGN is available for download on the certSIGN website [www.certsign.ro](http://www.certsign.ro), exclusively for users aged 18 and over, and can only run on devices with the Windows or macOS operating systems.

### 2 Using Token Utility by certSIGN

Token Utility by certSIGN is a desktop application offering a range of services and features that allows the management of your digital certificates for electronic signatures issued by certSIGN that are stored on compatible hardware tokens. The application can be used on the device on which it is installed.

The app has the following features:

- alerts you when a digital certificate is about to expire, based on the notification time you set;
- it shows you the status of the digital certificate (e.g. expired);
- allows you to change the token's PIN, displaying the number of attempts remaining before the token is locked;
- allows you to unlock the PIN by entering the PUK just once, to prevent the token from being permanently locked and, consequently, to ensure that the digital certificate stored on the token can still be used;
- allows you to search for and sort the installed digital certificates.

Furthermore, using the app makes it easier for Certsign to provide user support regarding the unlocking of the token on which the digital certificate in use is stored, as well as regarding the resolution of any issues you may encounter whilst using the app.

If the device on which you install and run the app also has digital certificates issued by other providers installed on your device or stored on tokens compatible with those supplied by certSIGN, including digital certificates belonging to other holders (e.g. family members or other individuals), the app may list such certificates and tokens as well.

### 3 Customer support

certSIGN can provide support regarding unlocking the token on which your digital certificate is stored, as well as regarding the resolution of any issues you may encounter whilst using the application. To this end, you must allow data regarding how you use the Token Utility by certSIGN to be transmitted to certSIGN.

certSIGN will use commercially reasonable efforts to respond to technical enquiries, rectify errors and provide guidance during standard working hours. However, certSIGN does not guarantee specific response times, rectification times or the uninterrupted operation of the service.

#### **4 Copyright. Intellectual Property Rights**

All rights of any kind in Token Utility by certSIGN, the software and the service are fully and exclusively reserved by and for CERTSIGN S.A. and are protected by Romanian copyright and related rights legislation and by other applicable laws and treaties.

You may use the Service only as set out in these Terms and in the "End-User Licence Agreement" (EULA) accompanying Token Utility by certSIGN.

#### **5 Exclusions and Limitations**

certSIGN is not liable for:

- a) Damage caused by force majeure and/or fortuitous event. Force majeure is understood to mean an unforeseeable and unavoidable event occurring after the conclusion of the contract, such as: fire, earthquake, any other natural disaster, epidemics, and war. A relatively unforeseeable and relatively unavoidable circumstance, not of an extraordinary nature, such as: strikes, legal restrictions, and other similar events, constitutes a fortuitous event;
- b) Damage caused by the user's improper use of Token Utility by certSIGN ('improper' means use inconsistent with the stated purpose);
- c) Any action you take using the Utility Token by certSIGN;
- d) The functionality of the internet, the equipment you use and the content of the information transmitted;
- e) Any damage, loss or financial loss arising from the use of, or inability to use, the Token Utility – certSIGN application;

Under no circumstances shall certSIGN be liable for indirect damages, lost profits or benefits, or loss of business, customers or data.

To the extent permitted by law and without prejudice to any contrary provision contained in this document, certSIGN liability for any losses suffered or incurred by you shall not exceed the equivalent of 50 EUR.

Token Utility by certSIGN and any accompanying software, files, data and 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 any representations regarding its use or the results of its use. certSIGN does not guarantee that the Token Utility application will be uninterrupted or error-free, or that the use of any passwords and/or encryption functions will be effective in preventing the unintentional disclosure of information contained in any file and accepts no liability for this.

#### **6 Termination**

certSIGN may terminate these Terms if you do not agree to their terms and conditions. In this case, you must stop using the application and destroy all copies of the software and all its components.

#### **7 Processing of personal data**

Token Utility by certSIGN processes personal data. For details on the types of data, purposes, legal bases and your rights, please refer to the 'Notice on the Processing of Personal Data' document available via the relevant link in the application.

#### **8 Governing law. Jurisdiction**

These Terms are governed by the Romanian. Any disputes shall be settled by the competent courts in Bucharest, Romania.