



## Terms & Conditions of the CertumSign Online Platform

version 1.1

# CertumSign Online Platform Terms & Conditions

## § 1

### General Provisions

1. These Terms & Conditions set out the general rules for providing a service to the Client electronically (via the Internet) by making available the online platform called "CertumSign" that enables, in particular, the creation or validation of electronic signatures, access to and use of other trust services, as well as document storage and management.
2. The technical infrastructure (servers along with software) used by the Service Provider is located within the territory of the European Union.
3. The service is provided by Asseco Data Systems S.A. seated in Gdańsk (80-864), at ul. Jana z Kolna 11, NIP 517-035-94-58, REGON 180853177, entered into the Register of Entrepreneurs of the National Court Register under number 0000421310, kept by the District Court for Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, share capital: PLN 120,002,940.00 (paid in full) (hereinafter "Service Provider").
4. Each Client is required to read the Terms & Conditions before using the Service and to abide by them.

## § 2

### Definitions

The following capitalized terms shall have the following meaning:

- 1) **Data Controller** – personal data controller within the meaning of Article 4(7) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- 2) **Processor** – a Processor within the meaning of Article 4(8) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- 3) **GDPR** – the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- 4) **Client** – a natural person with legal capacity, a legal person, or an organizational unit without legal personality but with legal capacity, to whom the Service is provided, as well as a natural person conducting business and being an entrepreneur within the meaning of the provisions of the Polish Act of 6 March 2018 Entrepreneur Law [*in Polish: Ustawa Prawo przedsiębiorców*] (Journal of Laws of 2018, item 646, as amended);
- 5) **Terms & Conditions** – these Terms & Conditions;
- 6) **Service** – the service provided by the Service Provider electronically via the Internet, consisting of providing the Client with the opportunity to use the online platform called "CertumSign". The service includes assigning an individual account that allows for the submission and verification of electronic signatures issued by the Service Provider or entities with the status of qualified trust service providers, as well as storing and managing the Client's documentation;
- 7) **Plan** – the functional scope and number of operations available to the Client within the Service. The Free Plan includes basic features and a limited number of operations, while the Paid Plan includes extended features and a higher number of operations compared to the Free Plan;
- 8) **Price List** – the fee for the Plan paid by the Client for using the Service, as specified on the website at <https://www.sklep.certum.pl> or in the order placed by the Client based on an individual offer provided by the Service Provider;
- 9) **Data** – means the data (including personal data) and information transmitted by the Client and processed within the Service.

### **§ 3**

#### **Type and Scope of the Service**

1. The Service Provider provides the Service to the Client via the Internet.
2. The Client gains access to the Service after completing the actions specified in § 5(1).

### **§ 4**

#### **Technical Requirements Necessary to Use the Service**

For the Service to function properly, it is required to use a device that allows connection to the Internet (PC). In certain cases (as described on the Service-related website), it may be necessary to install free software called "Certum SignService" on the Client's end device.

### **§ 5**

#### **Use of the Service, Contract Conclusion**

1. The Client must complete the registration form, confirm the email, and accept the Terms & Conditions in order to start using the Service under the Free Plan.
2. In order to start using the Service under the Paid Plans, the Client must:
  - 1) Activate the Service under the Free Plan in accordance with § 5(1);
  - 2) Select a Plan and place an order in accordance with the Price List;
  - 3) Pay the Service Provider's fee;
  - 4) Activate the paid Plan within the Service.
3. In the case of a Paid Plan, the Service Provider, upon receipt of payment for the Service, sends the Client an electronic VAT invoice to the email address provided by the Client during registration, no later than within 7 calendar days.
4. The Client's completion of the actions specified in § 5(1) is equivalent to entering into a contract for using the Service.
5. The date of contract conclusion shall be the date of activating the Service under the Free Plan.

### **§ 6**

#### **Service Scope, Account Access, and Data Management**

1. The Client may use the Service Plans with the functional scope and number of operations described in the Price List at the moment they start using the Service as defined in § 5(1) or § 5(2).
2. The Client decides on the scope of information, in particular the scope of personal data that they upload and process within the Service.
3. The Client can grant access to the Service to users designated by them.
4. The Client is fully responsible for managing the personal data entered and processed within the Service, including the personal data of users designated by them, and in this regard, the Client acts as the Data Controller.
5. The Client represents that, with respect to the users to whom they have granted access to the Service and with respect to other individuals whose personal data will be entered and processed within the Service, they will comply with all obligations imposed on the Data Controller by the GDPR and other applicable laws. In particular, the Client declares that they have the proper legal basis for processing the personal data of both the users to whom they have granted access and other individuals whose data they have entered and will process within the Service.
6. The Client is responsible for managing the users to whom they have granted access to the Service, in particular for deleting the data of users who, according to the Client's decision, should no longer have access to the Service.
7. The Client is responsible for the ongoing management of the personal data entered and processed under the Service.
8. In case of cancellation of the Service, the Client is responsible for deleting the data they entered and processed within the Service, including the data of users to whom access was granted.
9. The Client has the option to restore the Service within 1 calendar month from the date of cancellation. Data that has not been deleted by the Client will be available after the Service is restored in accordance with the timeframe specified in the first sentence.

## § 7

### Rights and Obligations of the Parties

#### I. Rights and Obligations of the Client:

1. The Client is obliged to:
  - 1) Comply with all provisions of the Terms & Conditions;
  - 2) Refrain from conducting any activities that may jeopardize the security of the Service or third-party computer systems;
  - 3) Stay informed about all changes to the Terms & Conditions.
2. The Client is responsible for the content of the information transmitted, distributed, or collected, for its usage and updates, as well as for the content of all files, especially those containing personal data processed within the Service. The Client agrees not to violate the rights of others, especially personal rights, intellectual property rights of third parties, and industrial property rights.
3. The Client is responsible for granting access to and managing their designated users, as well as for the personal data they have entered and processed within the Service, in accordance with § 6(2-9) of the Terms & Conditions.
4. The Service Provider's liability for the improper functioning of the Service caused by the Client's actions, as mentioned in the previous sentences is excluded.

#### II. Rights and Obligations of the Service Provider:

1. In connection with the provision of the Service, the Service Provider is obliged to:
  - 1) Provide the Service with due diligence expected in such operations;
  - 2) Maintain the availability of the Service. In the event that maintenance work is required, the Service Provider reserves the right to interrupt access to the Service in order to perform the necessary maintenance work. The Service Provider will notify the Client (via email) in advance about any planned interruption to the Service, subject to the provisions of § 7(3);
  - 3) In exceptional circumstances, where it is necessary to conduct urgent maintenance due to security concerns, the Service Provider may limit access to the Service without prior notice to the Client.
  - 4) Ensuring that access to the Service is provided at the highest possible quality using the best tools, in accordance with industry standards.
2. The service provider is not liable for:
  - 1) Unavailability of the Service if it is not directly caused by the Service Provider's fault;
  - 2) Failure to provide or improper provision of the Service caused by Force Majeure circumstances;
  - 3) Failure to provide or improper provision of the Service if caused by requests from the relevant Polish or foreign public authority or a common court ruling;
  - 4) Failures of the Client's infrastructure necessary for using the Service.
3. The Service Provider reserves the right to disable the Client's access to the Service if:
  - 1) Data processed within the Service poses a threat to the security of the Service, in particular if such Data may cause errors or security breaches in the system used by the Service Provider to provide the Service. The access to the Service will be restored after the Client deletes the mentioned Data. If the Client fails to delete the Data within the timeframe specified by the Service Provider (at least 24 hours), the Service Provider has the right to delete such Data or block access to the Service, and the Client waives any claims in this regard;
  - 2) The Service Provider receives an official notification from a competent Polish public authority or other credible information regarding the illegal use of the Service or its use in violation of applicable law or the Terms & Conditions;
  - 3) The Client disseminates or illegally uses the password and login provided to them, especially sharing them with other entities;
  - 4) The Client violates the provisions of the Terms & Conditions, despite having received a warning from the Service Provider.
4. The Service Provider has the right to limit the functionality of the Service, without prior notice to the Client if the Client undertakes actions that may result in a failure of the Service Provider's infrastructure used to provide the Service.
5. The Service Provider has the right to suspend the provision of the Service and block access to it without prior notice

to the Client if Client is found to be in violation of the provisions contained in § 11, and at the request of authorized government agencies within the limits prescribed by applicable law.

6. The total liability of the Service Provider is limited to the equivalent of the net monthly fee (i.e., excluding VAT) paid by the Client for using the Service, excluding lost profits.

## **§ 8**

### **Service Provider's Fees**

1. The price list includes the fee for the Service, which is dependent on the Plan or parameters selected by the Client.
2. The basic billing period is one (1) calendar year, which may be modified in the order placed by the Client.
3. If the Client changes the Plan or Service parameters during the billing period (as per § 5(2)(4)), resulting in a change in the scope of the Service, the Plan being modified and fee paid will be forfeited.
4. The Client is granted access to the paid Service by paying a fee in accordance with the Price List, and for the period corresponding to the selected Plan.
5. The next payment for using the Service in the subsequent billing period activates or extends the Client's ability to use the Service under the selected Plan for the chosen billing period.
6. If the Client fails to pay the fee for the next subscription period, they will be notified via email or phone of the change to a Free Plan.
7. A VAT invoice is issued for the provision of the Service to a specific Client.

## **§ 9**

### **Technical Support, Failure Reporting Procedure**

1. The Service Provider offers technical support to the Client concerning the Service. Technical inquiries should be submitted electronically (via email) to the address: [infolinia@certum.pl](mailto:infolinia@certum.pl). The Service Provider may provide the Client with a dedicated tool for submitting technical inquiries.
2. In case of a Service failure, defined as a condition caused by the incorrect physical operation of the Service that prevents or hinders the use of its functionalities, the Client is obliged to report it immediately to the Service Provider.
3. The Client shall report failures by sending a message to the email address: [infolinia@certum.pl](mailto:infolinia@certum.pl). The report should include as much information as possible about the fault to expedite its diagnosis and resolution by the Service Provider. Upon reporting a fault, the Client will receive confirmation from the Service Provider of the report's receipt.
4. The primary method of communication between the Client and the Service Provider concerning fault resolution is electronic communication (email) or telephone.

## **§ 10**

### **Complaints**

1. The Client has the right to submit a complaint in writing, electronically, or in a document form; in case of the written form, the complaint should be sent to the Service Provider's registered office. The complaint must include at least:
  - 1) Exact identification of the Client, in particular name and surname or the company name of the entrepreneur, delivery address, email address;
  - 2) A precise description of the irregularity in the provision of the Service and an indication of the selected Dedicated Server;
  - 3) The date of occurrence of the irregularity and its duration.
2. Complaints will be processed within 14 days. The Service Provider will notify the Client via electronic mail (email) of the outcome of the complaint, subject to the provisions of § 10(3) below.
3. If the Client's complaint does not contain all the elements listed in § 10(1)(1-3), the Service Provider will request the Client to correct the deficiencies, specifying a deadline not shorter than 7 days. Processing of the complaint may be suspended until the deficiencies are corrected.

## **§ 11**

### **Personal data**

1. The Data Controller for the Clients, their representatives, and individuals affixing an electronic signature is Asseco Data Systems S.A., with its registered office in Gdańsk (80-864), ul. Jana z Kolna 11, KRS number: 0000421310.

2. The information obligation containing detailed rules for processing the data of Clients and persons acting on behalf of the Clients is fulfilled respectively: at the time of providing the personal data necessary to start the provision of the Service, and for subscribers of the electronic signature – when applying for such a signature or renewing it.
3. Due to the nature and subject of the Service, the Service Provider will also act as a Processor to the extent that it will perform operations on personal data, such as transmission and storage, on behalf of the Client, including user data to which the Client has granted access, as well as other personal data entered by the Client and processed as part of the Service.
4. The Client represents that, in their capacity as Data Controller, they entrust the Service Provider, in its capacity as Processor, with the processing of Data to the extent that Service Provider will transmit and store such Data on Client's behalf.
5. The Service Provider represents that data processing is limited to transmission, storage, display by authorized users, and does not involve the possibility of accessing or reviewing the entrusted Data.
6. The Client entrusts the Service Provider with the processing of personal data of entities listed in the documents signed and stored using the Service, to the extent appropriate to the content of each document.
7. The Service Provider declares that it possesses the infrastructure, experience, knowledge, and qualified personnel necessary to properly fulfill its processing obligations in compliance with applicable law.
8. The Service Provider undertakes to apply technical and organizational measures to adequately protect the entrusted personal data against risks and categories of data involved, particularly protecting it from unauthorized access, removal by unauthorized persons, unlawful processing, as well as alteration, loss, damage, or destruction.
9. The Service Provider undertakes to exercise due diligence in the processing of entrusted personal data.
10. The Service Provider undertakes to grant authorizations for data processing to all persons who will process the entrusted data for the purpose of providing the Service.
11. Upon identifying a breach of data security, the Service Provider shall report it to the Client without undue delay.
12. Where possible, the Service Provider will assist the Client in fulfilling their obligations to respond to requests from data subjects and to comply with the obligations set forth in Articles 32-36 of the GDPR.
13. The Client, acting in its capacity as a Personal Data Controller, has the right to conduct an audit to verify that the processing of entrusted Data by the Service Provider complies with the relevant legal requirements.
14. The Client provides general consent to the further entrustment of data and acknowledges that the Service Provider is entitled to further entrust the processing of Data to entities providing essential support for the provision of the Service. The Client has the right to obtain information about the entities to whom personal data has been further entrusted and may submit a justified objection to further entrustment. The Client acknowledges that submitting an objection will result in the termination of the Service at the next billing period. The Service Provider is responsible for complying with data processing and protection regulations under the GDPR.
15. The Service Provider is not liable for the scope, completeness, or accuracy of the data contained in the documents transmitted and stored on behalf of the Client.
16. Upon termination of the Service, the Client is required to delete all files containing Data within 30 days of the termination of the Service. After this period, the Service Provider will permanently delete the files mentioned above.

## **§ 12**

### **Amendments to the Terms & Conditions**

1. The Terms & Conditions come into effect on the date they are posted on the Service Provider's website at <https://www.certum.eu/en/repository/> and remain in force for an indefinite period.
2. The Service Provider reserves the right to amend these Terms & Conditions. Any amendments to the Terms & Conditions will be communicated clearly on the website at <https://www.certum.eu/en/repository/> at least 7 days prior to the effective date of the amendments. Amendments to the Terms & Conditions entitle the Client to cancel the Service within 7 days of receiving notification of the new Terms & Conditions coming into effect. In the situation referred to in the preceding sentence, the Client is required to submit a statement of non-acceptance of the amended Terms & Conditions, which is equivalent to terminating the contract for the provision of the Service. The Service Provider will refund the price paid by the Client for the unused billing period.
3. Clients will also be notified of the above changes to the Terms & Conditions via electronic mail (email).

## **§ 13**

### **Withdrawal from the Contract**

1. Pursuant to the Act of 30 May 2014 on Consumer Rights (i.e. Journal of Laws of 2020, item 287, as amended), the Client who is a consumer is entitled to withdraw from the contract, provided they submit a statement of withdrawal to the Service Provider within 14 days from the day the Client received the necessary data to use the Service for the first billing period, unless the concluded contract for the provision of Service is related to the Client's professional activity, which is specifically related to the nature of their business activity, as listed in the Central Register and Information on Business Activity.
2. If the Client purchases the Service for a period longer than twelve (12) months, they may cancel the Service by submitting a written statement of cancellation of the Service, with a one-month notice period effective at the end of the calendar month.
3. Withdrawal from the contract for a Paid Plan results in the downgrade to a Free Plan.

#### **§ 14**

##### **Termination of the Contract**

1. The contract for the provision of the Service is concluded for a definite period as specified in the Client's order.
2. The Service Provider has the right to terminate the contract without notice only for good cause. Good causes justifying termination of the contract are in particular present if:
  - a) The Service Provider determines that the Client is using the Service in violation of applicable laws or the Terms & Conditions;
  - b) The Service Provider determines that the Client is engaging in activities that breach or threaten the security of the Service;
  - c) The Service is terminated, or the scope or nature of the Service is discontinued or changed;
  - d) The Client fails to pay the fee for the next billing period as indicated in the invoice.

#### **§ 15**

##### **Final Provisions**

1. To all matters not settled herein, the appropriate provisions of relevant Polish law shall apply.
2. Any disputes that may arise between the Parties under or in connection with the contract entered into by the Parties under the Terms & Conditions, or in connection with the interpretation of the provisions of the Terms & Conditions, shall be settled amicably by the Parties. In case of failure to reach an agreement within 30 days from the date the dispute arises, disputes between the Parties will be settled by the common court having jurisdiction over the Service Provider's registered office, and in the case of Clients who are consumers – over the place of their residence.
3. Each Client has the right to download the content of these Terms and Conditions in printable format from the website <https://www.certum.eu/en/repository/> and save it on their own medium.