

DIGITALSIGN - CERTIFICADORA DIGITAL, SA.

SIGNATURE VALIDATION SERVICE
TERMS AND CONDITIONS

VERSION 1.0 – 07/10/2022

[LANGUAGE: ENGLISH]

VERSION HISTORY

Date	Edition n. °	Content
07/10/2022	1.0	Initial draft

RELATED DOCUMENTS

Document Details	Author(s)
Signature Validation Service Policy and Practice Statements	DigitalSign
Certification Practice Statement	DigitalSign

LEGAL NOTICE

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Any question or request for information regarding the content of this document should be directed to suporte@digitalsign.pt.

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1. SCOPE

These Terms and Conditions govern the signature validation service provided by DigitalSign (denominated Verify), forming a legal agreement between the user and the Service Provider, regarding this service.

This validation service can be accessed through your Internet browser, and it is completely free of charge.

Please read these Terms and Conditions carefully before using the Verify service and keep them for your records. As mentioned above, please bear in mind that by using the Verify validation service, you confirm that you are legally bound by these Terms and Conditions, as amended from time to time. If you do not agree with any of these Terms and Conditions, please cease the use of the service.

2. CONTRACTUAL DOCUMENTS

The contractual documents which are binding on Users as part of the use of the Service are as follows, in order of priority (hereinafter "Contractual Package"):

- Signature Validation Service Policy and Practice Statements;
- These Terms and Conditions;
- Privacy Policy;

In case of any contradiction between one or several provisions included in the aforementioned documents, the higher-ranking document will prevail.

DigitalSign reserves the right to modify these Terms and Conditions of Use at any moment, with no prior notice.

The applicable Conditions of Use and the Signature Validation Service Policy and Practice Statements, remain permanently accessible on the Website, in a format which may be printed and/or downloaded by the User.

Before any use of the Service, the User recognises:

- Having read the applicable Contractual Package;
- Having the legal capacity to commit to the applicable Contractual Package;
- Having accepted the applicable Contractual Package without reserve.

The User confirms their acceptance by clicking on the checkbox on the Website when accessing the Validation Service. Please bear in mind that your commitment does not require a handwritten or electronic signature.

3. USE OF THE SERVICE

The User is forbidden from any abnormal, abusive or fraudulent use of the Service.

More generally, the User is forbidden from carrying out any activity via the Service which would disagree with the laws and regulations applicable to them. Non-compliance with the conditions of use for the Service will engage the sole liability of the User or any liability action that DigitalSign reserves the right to exercise.

4. VALIDATION PROCESS

The validation process is defined in the Signature Validation Service Policy and Practice Statements, available, to all users, on the DigitalSign repository. In this particular, please be advised that there will be no variances beyond what is defined in the indicated policy, as well as additional constraints, and that we will allow the user to choose a specific policy.

5. SERVICE QUALITY

DigitalSign strives to provide a Service in compliance with the applicable policies available on this Website.

As a result of the nature and complexity of the Internet, and, in particular, its technological performance and response times to view, query or transfer data, DigitalSign cannot guarantee any absolute availability of the Website or the Service and shall not be liable for it.

6. CHANGES TO THE SERVICE

The Service operates in SaaS mode (Software as a Service). It is subject to regular Updates which seek to improve its quality and/or features for all Users. In this, DigitalSign reserves the right to supplement or modify the Service at any time, based on changes to technology, and will inform Users through the website. These Updates will be considered as part of the Service and will be subject to the terms set out herein.

DigitalSign reserves the right to temporarily limit access to the Service, without prior notice or any compensation, including to carry out Updates, maintenance operations, modifications or changes to operating methods or accessibility hours, with this list being understood as non-exhaustive. Please be advised that DigitalSign is not liable for damages of any kind which may result from these changes and/or any temporary unavailability of the Website.

7. SECURITY

DigitalSign will take all the measures that are necessary to ensure the security of the Signature Validation Service.

DigitalSign offers a secure communication channel and guarantees the confidentiality of the authentication process and users' personal data. DigitalSign allows secure user authentication.

The User must inform DigitalSign of any failure or malfunction of the Service.

8. INTELLECTUAL PROPERTY RIGHTS

DigitalSign declares that have and retain disposal of the intellectual property rights of elements (trademarks, name, logo, etc.) intended to be used as part of the Service.

Any use or reproduction, whether in whole or in part, of these elements and/or the information that they contain, by any means, is strictly forbidden and constitutes an infringement liable to prosecution, with the exception of any use or reproduction with the prior and express authorisation of DigitalSign.

The Contractual Package does not imply any transfer of the intellectual property rights held by DigitalSign. In this sense, the User undertakes not to download, reproduce, transmit, sell, distribute or use the content of the Service or the Website.

9. OBLIGATIONS OF THE USERS

The user is obliged to comply with the following duties:

- i. Comply with all the validation service rules;
- ii. Comply with all terms and conditions in this document;
- iii. Use the validator in accordance with current national and European legislation;
- iv. Not to use the validator to publish, send or allow the sending of any defamatory, illegal or abusive information;
- v. Take responsibility for the information submitted on the validator;
- vi. Report any unlawful behaviour;
- vii. Promptly communicate DigitalSign any circumstance raising suspicion or risk of them being compromised.

10. DIGITALSIGN DUTIES

DigitalSign, as owner of the Verify Validator, and within the scope of its relationship with the user, undertakes to comply with the following duties:

- i. Take all reasonable care possible in the performance of the Services, in accordance with the applicable technical rules and legislation;
- ii. Adopt all the necessary technical and organizational measures for the website well-functioning;
- iii. Provide the customer with all specific technical information, so that the website works properly;
- iv. Ensure the confidentiality and availability of the information, through processes that prevent its alteration, loss and/or unauthorized access;
- v. Pay attention to all applicable legislation, ensuring that the Verify Validator is legally compliant;
- vi. Guide its performance on the principle of transparency, making available all the policies that affect the use of the Service.
- vii.

11. LIMITATION OF LIABILITY

The access and use of the portal implicate activities performed by users, who are solely and exclusively responsible for its use and content.

In its relationship with the user, DigitalSign will not be responsible for the content and use made of the submitted information and documents, nor for any damage, loss of information, or even losses of any kind arising from the access and use of the portal.

DigitalSign is also not responsible, nor does take responsibility for any use that does not comply with the legal provisions in force.

12. DATA PROTECTION AND CONFIDENTIALITY

Please bear in mind that, to correctly perform this service, DigitalSign treats personal data, namely the document that is uploaded by the data subject in the Verify and the details of the digital certificate contained in the signed document. DigitalSign strives to comply with the GDPR and with the applicable national law.

In this sense, regarding the lawfulness of processing, please be advised that the treatment of your data is legitimized by the need for contractual performance (article 6 n. °1 b) GDPR), meaning it

is necessary for the performance of a service contract to which you are party and have duly accepted, as mentioned in the clause 1 and 2 of the present document.

In accordance with our Signature Validation Service Practice Statements, the DigitalSign Signature validation service guarantees the confidentiality of a signed document according to applicable European and national laws on privacy and data protection.

DigitalSign particularly and immediately erases all copies of a received Signed Document (SD), if any, from its servers after having performed a requested transaction. In this matter, the files submitted in the Verify validator will only be analysed for the purpose of validating the existence of an electronic signature identifying its typology, being immediately deleted after the completion of this process. In this sense, we inform you that there will be no further processing of any information regarding the content of the submitted files, such as personal data or other context data.

For more information about the processing of personal data, please check our Privacy Policy, available on our website (<https://www.digitalsign.pt/media/files/Downloads/privacy-policy-digitalsign.pdf>).

Regarding the collection of evidence, DigitalSign applies the requirements specified in clause 7.10 of ETSI EN 319 401.

- DigitalSign implements event logs, marked with the time of the event, to capture information needed for later proofs, including type of the event, the event success or failure and an identifier of the person and/or component at the origin for such an event. This information is not considered personal data, in the sense that does not identify, directly or indirectly, a natural person.
- Any signature validation is logged. DigitalSign does not log the identity of the user.

13. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions, as well as the relation between the User and DigitalSign, are governed by Portuguese and European laws.

14. COOKIES

The Verify Validator does not use any cookies.

15. SUPPORT SERVICES AND COMPLAINTS

DigitalSign has a Customer Support team at your disposal, prepared to assist you in solving any questions and technical problems. For this purpose, please contact us via email at svs@digitalsign.pt.

16. DIGITALSIGN INFORMATION

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