



GENERAL TERMS AND CONDITIONS

for Qualified Electronic Signature, Qualified Electronic
Seal and Qualified Electronic Time Stamp Service

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1. Introduction

These General Terms and Conditions, together with the Simplifi Privacy Policy, the Simplifi Certification Practice Statement, as well as any other terms and conditions applicable to the Simplifi services at the moment of their provision, form a sole legal deed ("Contract") concluded between the Subject/ Subscriber and Simplifi for the issuance and use of a qualified digital certificate for remote signing.

The issuance of a digital certificate implies the acceptance by the future holder of the digital certificate of the Terms and Conditions regarding the provision of trusted services for qualified digital certificates for remote signing, as described below.

The provision of trusted services by Simpliworks SRL, having its registered office in Bucharest, district 2, Gheorghe Titeica Str. no. 142, 3rd floor, rooms 10a and 10b, registered with the Trade Register under no. J2022006777401, tax identification code RO 45938180, bank account IBAN RO62INGB0000999912370884 opened at ING Bank BV, Phone: +4 031 82 81 141, email easy@simplifi.ro (hereinafter referred to as "Provider" or "Simplifi"), is carried out in accordance with the Certification Practice Statement of Simplifi, which is considered an integral part of these terms and are published at www.simplifi.ro/policies

Simplifi's policies are validated through an annual audit conducted in accordance with the LSTI-Q055 certification scheme for Trusted Service Providers.

2. Definitions

"Certification Practice Statement" hereinafter referred to as **"CPS"**, means the sum of practices, procedures and controls used by Simplifi in the provision of trust services, including certificate issuance, identity verification, key management, and revocation, being publicly available at www.simplifi.ro/policies

"eIDAS" means Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC;

"Electronic document" means any content stored in electronic form, in particular text or sound, visual or audiovisual recording;

"Electronic time stamp" means data in electronic form which binds other data in electronic form to a particular time establishing evidence that the latter data existed at that time;

“GDPR” means 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);

“Personal Data” means any information about an identified or identifiable natural person („the Person”); an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or one or many specific elements of his physical, genetic, psychic, economic, cultural or social identity;

“PKI Disclosure Statement”, hereinafter referred to as “PDS”, means a public statement intended to be a supplementary and simplified tool for Subjects and Subscribers, regarding the proper use of the trust services provided by Simplifi;

“Qualified certificate for electronic seals” means a certificate that is issued by a qualified trust service provider to a legal person, intended for creating qualified electronic seals, and which meets the requirements of Annex III of eIDAS;

“Qualified certificate for electronic signature” means a certificate for electronic signatures that is issued by a qualified trust service provider and meets the requirements laid down in Annex 1 of eIDAS;

“Designated Person” means a natural person Subject identified in relation to a legal person Subject, who holds the legal right of representation of that entity and who requests the issuance of a qualified certificate for electronic seals on its behalf.

“Qualified electronic signature” means an advanced electronic signature that is created by a qualified electronic signature creation device, and which is based on a qualified certificate for electronic signatures issued by a Qualified Trust Service Provider;

“Qualified electronic signature creation device” means an electronic signature creation device that meets the requirements laid down in Annex II of eIDAS;

“Qualified electronic seal” means an electronic seal that is created by a qualified seal creation device (QSCD) and is based on a qualified certificate for electronic seal issued by a qualified trust service provider, in accordance with Annex III of eIDAS;. A qualified electronic seal confirms the origin and integrity of electronic data associated with a legal person and benefits from presumption of correctness under Article 35(2) of eIDAS.

“Qualified trust service” means all and any of the qualified trust services provided by Simplifi as a Qualified Trust Service Provider, regarding the issuance, administration, suspension, revocation, renewal and validation of qualified digital certificates, according to eIDAS and the corresponding European and/or national legislation in force, as well as all other additional services referred at www.simplifi.ro, including, but not limited to, any electronic service usually provided in exchange of



a fee, which consists of creation and validation of electronic signatures, electronic seals, electronic time-stamps and the certificates related to those services.

“Qualified electronic time stamp” means an electronic time stamp that meets the following requirements:

- it binds the date and time to data in such a manner as to reasonably preclude the possibility of the data being changed undetectably.
- it is based on an accurate time source linked to Coordinated Universal Time; and
- it is signed using an advanced electronic signature or sealed with an advanced electronic seal of the qualified trust service provider, or by some equivalent method.

Simplifi Certification Policy hereinafter referred to as “CP”, means the Certification Policy of Simplifi Certification Authority, being publicly available at www.simplifi.ro/policies

“Subscriber” means a natural person or a legal person who orders and bears the cost of the trust service provided by Simplifi. The Subscriber can be the same as the Subject or can be a different entity.

“Subject” means a natural or legal person, or a natural person representing another natural person or a legal person, that uses trust services or electronic identification means;

All other definitions included in the eIDAS shall apply, as well as the definitions in the applicable legislation and the definitions stated in CPS and CP.

3. Object

- 3.1. This document states the general terms and conditions regarding the qualified trust services provided by Simplifi and ordered by the Subscriber and/or Subject.
- 3.2. Simplifi provides the qualified trust services in accordance with the applicable CPS and CP, that are considered a part of these terms and conditions.
- 3.3. By submitting a request for qualified trust services to Simplifi, the Subject / Designated Person / Subscriber unconditionally accepts these Terms and Conditions. Simplifi shall not provide the requested qualified trust service if the Subject does not comply with the identification procedures in accordance with applicable national law and/or if the Subject does not accept these Terms and Conditions. Simplifi shall also not provide the requested qualified trust service if the Subject, for objective reasons, cannot be identified or verified at the level of assurance required by applicable law, the CPS, CP, and Simplifi procedures. Such situations may arise, by way of example, where the identification data or documents provided are incorrect, invalid, expired, incomplete, or inconsistent, cannot be validated through the necessary verification checks, or do not allow the identity to be established at the required level of assurance (for example, discrepancies in identity documents or the

use of an invalid personal numerical code (CNP). In such cases, Simplifi may request that the Subject provide additional information or documents, and the service may only be provided after the issues that led to the inability to identify the Subject have been remedied. Similarly, Simplifi shall not provide the requested qualified trust service if the identified Subject cannot demonstrate their capacity as a Designated Person or their right to represent the Subject that is a legal person, in accordance with the provisions of the Simplifi Trust Services Policy, in particular Chapter 3.2.2 thereof.

- 3.4. By accepting these General Terms and Conditions, the Subject/ Subscriber expressly confirms they:
- a. acknowledge that the General Terms and Conditions, the Simplifi Privacy Policy and the Privacy Notice regarding the processing of Personal Data, the applicable CPS and CP were provided in a transparent and easy to understand manner prior to the conclusion of the Contract;
 - b. received, read, understood and accepted these General Terms and Conditions;
 - c. received, read, understood and accepted the Simplifi Privacy Policy and the Privacy Notice regarding the processing of Personal Data;
 - d. provided Simplifi with their valid Personal Data and information, including regularly used telephone number and e-mail address;
 - e. have full legal capacity and may act on their own behalf or on behalf of the Subscriber (if case may be).

4. Validity

This document shall enter into force at the moment it is signed by the Subject / Subscriber of the Qualified Trust Service Agreement, and it is valid for the entire period of the qualified certificate, not exceeding 3 years.

5. Acceptance of certificates

A certificate shall be deemed accepted by the Subject or the Subscriber once it has been issued, based on the request submitted by the Subject or the Subscriber, subject to the acceptance of these Terms and Conditions and the successful completion of the identification procedure, as well as, in the case of electronic seals, the submission of the documentation required to demonstrate the capacity of representation.

6. Services

In its capacity of qualified trust services provider, Simplifi provides the following services:

6.1. Certificate issuance

- 6.1.1. The issuance of a qualified certificate is made in accordance with the legal provisions, the Simplifi applicable CP and CPS, as well as with the instructions published at www.simplifi.ro
- 6.1.2. Each time Simplifi issued a qualified certificate for electronic signatures, it verifies, with support of the registration authorities and in compliance with the national legislation, the identity and, if the case, the specific attributes of the natural person assigned as future title-holder of the digital qualified certificate

6.2. Certificate renewal

- 6.2.1. Before the end of the validity period of a qualified certificate, Simplifi undertakes to notify the Subject in this regard with 45, 30, 15, 7 and 2 days before the expiration date. Such notifications shall be sent to the contact details provided by the Subject. Simplifi shall not be held liable for any failure to send such notifications, for delays in transmission, or for the non-receipt or non-awareness of such notifications by the Subject, regardless of the cause, to the extent permitted by applicable law
- 6.2.2. The certificate renewal is available for those Subjects which are in possession of a valid qualified certificate and request the continuity of it. The renewal procedure is made in accordance with the applicable CP and CPP, as well as with the instructions published at www.simplifi.ro
- 6.2.3. The certificate renewal is available also through electronic means, only to those Subjects in possession of a valid qualified certificate issued by Simplifi and provided the Subjects make a request of renewal with at least 5 (five) days prior to the expiration of the certificate.
- 6.2.4. The identification of the Subject who submits a request of renewal, shall be made using the same procedures as for the issuance of a digital qualified certificate.

6.3. Digital Certificate Revocation

- 6.3.1. Revocation of a digital certificate means the cancelation of its validity, the action being definitive, without the possibility to return to the certificate's initial status
- 6.3.2. The revocation of a certificate is made in accordance with the provisions of the applicable CP and CPS, as well as with the instructions published at www.simplifi.ro.
- 6.3.3. Simplifi shall promptly inform the Subject about the certificate revocation, together with the reasons for its decision.
- 6.3.4. Simplifi shall enclose the certificate revocation in the electronic register, within 24 hours of becoming aware of the respective decision, the revocation becoming thus enforceable against third parties from the date of its enrollment in the electronic

register. Also, Simplifi shall insert the revoked certificate into the Certificate Revocation List.

6.3.5. Simplifi shall provide to any interested party information about the status of a certificate (e.g. active, revoked, suspended, and expired). This information shall be made available for each certificate issued, at any given time, including after the expiration of the certificate, in an automatic, reliable, free of charge and efficient way.

6.3.6. Revocation of a qualified certificate shall be made within 24 hours from the moment when Simplifi acknowledges the occurrence of any of the following:

- at the request of the Subject and/or Subscriber, after a preliminary verification of his/hers identity, and in accordance with the instructions published at www.simplifi.ro.
- in case the Subject of the certificate dies or a definitive court order is issued;
- in case it is undoubtedly proven that the certificate was issued on the basis of incorrect or false information or the essential data on the basis of which the certificate was issued are no longer true to reality.
- in case it is proven that the qualified certificate is fraudulently used or if the signature creation data have been compromised.
- upon the expiration of the maximum period for which the certificate may be suspended.
- In the event of termination of the Contract.
- in any of the cases provided in Simplifi's CPS.

6.4. Suspension of a Digital Certificate

6.4.1. Suspension of a qualified certificate means the temporary revocation of a certificate, being made in accordance with the provisions of the applicable CP and CPS, as well as with the instructions published at www.simplifi.ro. The maximum period of time on which a certificate can be suspended is 30 (thirty) days.

6.4.2. Simplifi shall promptly inform the Subject and/or Subscriber about the certificate suspension, together with the reasons for its decision.

6.4.3. Suspension of a qualified certificate shall be made within 24 hours from the moment when Simplifi acknowledges the occurrence of any of the following:

- at the request of the Subject and/or Subscriber, after a preliminary verification of his/hers identity, and in accordance with the instructions published at www.simplifi.ro.
- in case the suspension is requested by a final court order.
- in case of suspicion on the occurrence of any of the events described at art.6.3.6
- in any other situation where additional information from the Subject and/or Subscriber is needed.

6.5. Digital Certificate Verification and Validation

- 6.5.1. Upon the certificate's acceptance by the Subject, Simplifi publishes the public key of the certificate in the certificate database, thus the certificate becoming enforceable against third parties. Thereby, any interested party can verify the certificate by consulting the electronic certificate database available at www.simplifi.ro.
- 6.5.2. In case of revocation or suspension, such revocation shall be registered in the Certificate Database within 24 hours.
- 6.5.3. The revocation shall become effective immediately upon its publication. Simplifi shall provide information on the validity or revocation status of qualified certificates to any interested party in verification of a certificate issued by the Simplifi Certification Authority, its validation in real time through the OCSP protocol.

7. Simplifi Obligations and Liability

- 7.1. Simplifi undertakes the obligation to comply with the provision of the applicable CP and CPS, as well as the provisions of European and national applicable legislation.
- 7.2. Simplifi's main obligations are:
 - a. to comply with the general terms and conditions stated in this document, as well as with all applicable policies and practices published at www.simplifi.ro
 - b. to not issue a certificate without the preliminary verification of the Subject's identity, in accordance with the applicable national legislation, or without the validation of the documents on the basis of which the certificate is being issued.
 - c. to ensure the security of the information systems used for providing certification services, using the practices unanimously recognized in the field and recommended by international standards.
 - d. to issue the requested certificate within 5 working days from the receipt of the correct and complete documentation required for the certificate issuance process, unless the Subject and/or Subscriber expressly request another date beyond those 5 days.
 - e. to establish and keep updated a certificates database
 - f. to register and make available to any relying party the Certificate Revocation List in accordance with the provision of the applicable CP and CPS.
 - g. to notify the Subject regarding (1) the rejection of the request to issue the certificate and the reasons regarding this decision, as well as the possible remedies, if any, (2) the issuance of the requested digital certificate, as well as the instructions regarding the proper use of the certificate, (3) the expiration period of the certificate and (4) regarding revocation/suspension of the certificate.
 - h. to verify the identity of the applicant requesting a revocation and to process revocation and suspension requests within 24 hours from the acceptance of such requests

- i. to process Personal Data in compliance with the provisions of eIDAS and GDPR, as well as with any other applicable legal provisions in force at the date of the processing.
- 7.3. In case of non-compliance with the obligations stated in the applicable legislation regarding the provision of qualified trust services, Simplifi shall be liable for the damages caused intentionally or negligently to any natural or legal person that relies on the legal effects of the qualified certificates, only in respect of:
- a. the accuracy of the information contained in the certificate, at the issuing moment.
 - b. at the issuing moment, the dissemination to the Subject of the creation and validation data of signatures and time stamps
 - c. the immediate and permanent interruption of access at the creation and validation data of signatures and time stamps, under the condition that Simplifi has been duly notified
 - d. all other cases stated in the applicable legislation in force, at the issuing moment.

8. Confidentiality. Processing of personal data

- 8.1. "Confidential Information" means any data and/or information, regardless of its nature, disclosed directly and/or indirectly by the Subject to the Provider during the performance of these General Terms and Conditions / the Agreement, as well as any data and/or information that the Parties become aware of and/or have access to during or as a result of the performance of these General Terms and Conditions / the Agreement, regardless of the medium on which such data and/or information is contained or transmitted and regardless of whether or not it is expressly designated as confidential.
- 8.2. Simplifi undertakes to use the Confidential Information solely for the purpose of fulfilling its obligations under these General Terms and Conditions, to protect such information, and to maintain its confidentiality.
- 8.3. Simplifi shall be exempt from liability for the disclosure of Confidential Information if one or more of the following conditions are met:
- a) the information was lawfully known and not subject to any confidentiality obligation prior to being received from the Subject;
 - b) the information was disclosed after obtaining the explicit consent of the Subject for such disclosure;
 - c) Simplifi was legally required to disclose the information.
- 8.4. Simplifi acts as a controller of personal data.
- 8.5. Simplifi processes personal data belonging to the Designated Person for the purpose of providing trust services, in accordance with the provisions of Regulation (EU) No 910/2014, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), as well

as other applicable provisions of European Union law or national law relating to data protection.

8.6. The processing of personal data is carried out in accordance with the Privacy Policy and the Personal Data Processing Notice, available at <https://www.simplifi.ro/policies>.

9. Limitations, Restrictions and Exclusions

9.1. Simplifi is under no circumstance liable for:

- a. Damages caused as a result of the occurrence of a case of force majeure and/or act of God that renders Simplifi unable to fulfil its obligations under this Contract. A Force Majeure event is any absolutely unforeseeable event, beyond the will of the parties, which cannot in any way be prevented (including, but not limited to: war, devastating floods, natural disasters, etc.). Simplifi shall notify the Subscriber of the occurrence of such event within 48 hours from its occurrence, providing evidence thereof. For the duration of the Force Majeure event, the contract shall be suspended. The contract shall be automatically terminated if the effects of the force majeure last for more than 15 calendar days. An act of God is an event which cannot be foreseen nor prevented by the Provider. Simplifi shall notify the Subscriber of the occurrence of such event within 48 hours of its occurrence, providing evidence thereof. For the duration of the act of God event, the contract shall be suspended. The contract shall be automatically terminated if the effects of the act of God last for more than 15 calendar days.
- b. damage caused by the installation and use of applications or devices used for the generation and management of cryptographic keys, encryption, creation of electronic signatures, which do not meet the conditions specified in the CPS;
- c. damage caused by improper use of issued certificates ("improper" means the use of a certificate that is revoked, expired or inconsistent with the stated purpose of the certificate)
- d. damage caused by the storage of erroneous data in Simplifi's databases and their inclusion in digital certificates issued to the Subscriber/Subject, where the Subscriber/Subject has declared such data to be correct.
- e. submission by the Subscriber/Subject of false, inaccurate, incomplete or outdated data and information or false documents and identity papers; in the event that the identity validation process is compromised by the Subject, the Subject shall be solely liable for any damages suffered by the Provider and third parties as a result of the inaccuracy and/or falsity of the information and documents provided.
- f. damages caused by the theft or unauthorized use of any log-in data or device, or by any kind of negligence of the Subject/Subscriber in storing and using the log-in data.

The situations in (b) – (f) above are the sole responsibility of the Subscriber/ Subject.

9.2. To the extent permitted by law, Simplifi shall not be liable for consequential damages, loss of profits or loss of business, customers or data. When such liability applies, it shall be limited to the value of the services provided for each request.

9.3. Where Simplifi's liability applies, the compensation for damages for non-performance or improper performance of any of the contractual obligations assumed (including those caused to persons relying on the qualified certificates) will be limited to the RON equivalent of EUR 200 for each affected certificate or the RON equivalent of EUR 10,000 per claim, irrespective of the number of affected persons.

10. Simplifi Guarantee of Conformity

10.1. General Guarantees applicable to Subscribers

Simplifi offers a guarantee of conformity for the purchased services for the entire validity period. The guarantee period starts from the date of delivery of the digital certificate, i.e. from the date on which the Subscriber can access or use the digital certificate, even if he has not started using it yet. The warranty period offered is 12 months, or throughout the contract period, should such a period be shorter than 12 months.

10.2. Special provisions for the consumer Subscriber

The services covered by this contract comply with the compliance requirements set out in GEO 141/2021 on certain aspects of contracts for the provision of digital content and digital services.

Thus, the services meet the following compliance requirements:

- a. comply with the description, quantity and quality, including in terms of functionality, compatibility, interoperability, accessibility, continuity and security or any other characteristic provided for in these General Conditions or normal for services of the same type and which the consumer can reasonably expect;
- b. correspond to the purpose for which the consumer requests them, known and accepted by the Service Provider, as well as to the purposes for a normal use of digital services of the same type, taking into account, where applicable, legal provisions or applicable standards;
- c. are supplied with all the accessories, provided for in these General Conditions and which the consumer may reasonably expect;
- d. are provided with updates in accordance with these General Conditions and which the consumer can reasonably expect to have;
- e. are provided in the latest version available at the time of conclusion of these General Conditions;
- f. are in conformity throughout their period of performance.

However, Simplifi shall not be liable for non-compliance of the services with the above statements under the conditions set out in Article 7 para. (2), (4) and (6) of GEO 141/2021.

The Subscriber has the right to invoke the legal guarantee of conformity if a lack of conformity occurs within a period of one (1) year from the time of service. The Subscriber shall cooperate with Simplifi to the extent reasonably possible and necessary to determine whether the non-conformity was caused by the Subscriber's digital environment or misuse.

The guarantee of conformity shall entitle the Subscriber to have the service brought into conformity within a reasonable timeframe, not exceeding 15 calendar days from the date of the request, at no cost to and without major inconvenience to the consumer. The consumer has the right to terminate the contract if: i) Simplifi does not bring or refuses to bring the service into conformity, ii) the noncompliance is so serious as to justify the termination of the contract, iii) the service is not yet in conformity despite Simplifi's unsuccessful attempt to bring it into conformity or iv) the bringing into conformity is impossible or disproportionate.

In case of termination of these General Conditions, the consumer no longer has the right to use the service

10.3. Inapplicability of the withdrawal right

Considering that the qualified digital certificate is both a customized product with a limited validity period, as well as digital content that is not delivered on a material support, the Subscriber expressly acknowledges that they were informed, and they accepted that the withdrawal right provided under Articles 9 – 15 of the GEO 34/2014 shall not apply.

11. Subject Obligations and Liabilities

11.1. By signing these Terms and Conditions, the Subject/ Subscriber declares that they acknowledged and undertakes the following obligations:

- a. To provide Simplifi with accurate, complete, and up-to-date information when registering a request for issuing a qualified digital certificate
- b. To provide Simplifi with a phone number that will remain exclusively under their control and possession for the validity period of the qualified digital certificate. The Subject is responsible if the mobile phone containing the declared phone number is transferred, lost, or accessed by another person.
- c. To use only those secure cryptographic devices and software applications approved and recommended by Simplifi.
- d. To use the qualified digital certificate issued in their name only for its declared purposes and according to its scope, in compliance with the Simplifi CP/CPS. Qualified digital certificates for electronic signature or seals can only be used to

- perform cryptographic operations such as authentication, electronic signature/sealing, only by the certificate holder. The use of the qualified digital certificate for electronic signatures or seals is prohibited for purposes other than those indicated and permitted by Simplifi, and it is forbidden to use an expired, suspended, or revoked qualified certificate to create electronic signatures or seals.
- e. To adhere to Simplifi's guidelines and instructions regarding the proper use of qualified digital certificates and the secure cryptographic devices on which they are stored, not to exceed the limitations imposed by these general conditions, and not to transfer the qualified digital certificate to third parties.
 - f. To take all necessary measures to securely store the code and authentication and authorization credentials to prevent their loss, compromise, alteration, and unauthorized use.
 - g. To possess and use the necessary hardware and software resources for using the qualified digital certificates, assuming responsibility for their proper configuration, operation, and compatibility.
 - h. To immediately request the revocation or suspension of the qualified digital certificate from Simplifi in the event of any event specified in chapters "Revocation of a qualified digital certificate" or "Suspension of a qualified digital certificate".
 - i. To securely store the authentication data and devices used for applying the qualified or advanced electronic signature and to refrain from disclosing such data to third parties.
 - j. To request the revocation of the certificate within 24 hours in the following situations:
 - Subject has lost the data used for creating the electronic signature;
 - Subject has reason to believe that the data used for creating the electronic signature has been disclosed to an unauthorized third party;
 - the essential information contained in the certificate no longer corresponds to reality (including any changes in their identification data).
 - k. To comply with these general conditions, as well as the current Simplifi CP/CPS, published at www.simplifi.ro/policies
 - l. To verify the content of the qualified digital certificate upon receipt and, in case of any discrepancies, to request immediate revocation of the certificate. The certificate is considered accepted by the Subject once it has been issued.
 - m. Not to attempt unauthorized access or any IT intervention on Simplifi's database or equipment in any way or by any means
 - n. To use qualified trust services in good faith and not to hold Simplifi accountable if such services are used improperly and/or fraudulently.
- 11.2. Any failure by the Subject to fulfill their obligations will be considered a breach of the general conditions and will result in the revocation of the qualified digital certificates, and Simplifi reserves the right to claim damages.

- 11.3. The Subject/Subscriber is responsible for the content and nature of the documents on which the qualified electronic signature will be applied
- 11.4. By signing / accepting these General Terms and Conditions, the Subject / Subscriber understands and agrees that Simplifi may use the certificate data and make such data available to the public through the public electronic certificate register for the purpose of providing trust services.
- 11.5. The Subject/Subscriber is personally responsible if the information provided regarding their identity and/or other Personal Data is false, inaccurate, incomplete, or expired, or if they use false identification documents. In such cases, the Subject will be personally liable for all violations mentioned above and agrees to compensate and protect Simplifi, its representatives, successors, and assigns against all liabilities, costs, claims, and direct or indirect damages arising from claims or actions brought by third parties against Simplifi or its representatives, caused by the Subject's actions.

12.Termination

These terms and conditions shall cease in any of the following situations:

- a. upon expiration or revocation of the qualified digital certificate;
- b. upon rejection of certificate application;
- c. upon failure to accept the certificate by the Subject;
- d. within 30 (thirty) days of receipt of a notice sent by Simplifi regarding the breach of the obligations assumed by the Subject under the general terms and conditions, provided this violation has not been remedied within this interval.
- e. in case of termination of the qualified trust service contract between Simplifi and the Subscriber. If these terms and conditions cease, the revocation of the qualified certificate is being entailed, in the case the certificate remains active.

Termination of the Contract has no effect on the pending obligations between the parties.

13.Availability

Simplifi ensures working days from Monday to Friday between 9 AM and 5 PM, with the exception of Romanian legal holidays.

Any interested party may contact the HelpDesk department available at the number +4 031 82 81 141 or by e-mail at easy@simplifi.ro regarding any information about the qualified trust services provided by Simplifi, as well as for any relevant additional services.

14. Applicable Law and Dispute Resolution

- 14.1. All disputes or conflicts arising from the Contract or its execution shall be amicably settled by representatives of the Parties, as per the civil law.
- 14.2. In case the amicable settlement of disputes or conflicts fails, the cause shall be referred for settlement to the competent Romanian courts of justice at Simplifi headquarters as per the applicable Romanian legislation in force.
- 14.3. The Subject/ Subscriber declares they fully understand all the provisions contained in this Contract and expressly accept the clauses under 9.1, 9.2, 9.3, 10.3 and 14.2.

15. Notifications

Any notifications between Parties shall produce legal effects only if made in writing, as follows: by e-mail, by registered mail or by facsimile with delivery confirmation report.