



SIMPLIFI PLATFORM TERMS AND CONDITIONS

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PART I

GENERAL PROVISIONS

1. Purpose and scope

These Terms regarding the use of the Simplifi Platform (the “Terms”) govern access to and use of the Simplifi IT platform (the “Platform”), operated by Simpliworks SRL, a Romanian legal entity, with its registered office at 142 Gheorghe Țiteica Street, 3rd floor, District 2, Bucharest, registered with the Trade Register under no. J2022006777401, fiscal registration number 45938180 (“Simpliworks” or the “Provider”).

All intellectual property rights related to the Platform belong to Simpliworks.

These Terms apply to all Users of the Platform, regardless of the type of account, method of access, or type of Services used.

2. Related documents

These Terms are supplemented by the applicable Simplifi documents and policies (the “Simplifi Policies”) available at www.simplifi.ro/policies, including, but not limited to:

- General Terms and Conditions for Qualified Electronic Signature, Qualified Electronic Seal and Qualified Electronic Time-Stamping Services
- Certification Practice Statement
- PKI Disclosure Statement
- Simplifi Trust Service Policy
- Privacy Policy
- Personal Data Processing Notice
- any other policies published by Simpliworks and available at www.simplifi.ro/policies

In the event of any inconsistencies between these Terms and the Simplifi Policies, the provisions specific to the relevant Services shall prevail, to the extent permitted by applicable law.

3. Definitions

For the purpose of these Terms:

“Platform” – means the IT system operated by Simpliworks that enables Users to create and manage accounts, manage digital identities, upload documents, initiate and manage signing workflows, apply electronic signatures or electronic seals, request and use digital certificates, manage Users and Organizations, as well as access the functionalities and Services provided through the Platform.



“Services” – means the functionalities and Services provided by Simpliworks through the Platform, including, without being limited to, electronic signing services, issuance and use of digital certificates, management of signing workflows, technical integration, and other digital Services.

“User” – means any person who creates an account on the Platform or who accesses or uses the Services provided through the Platform, whether for personal or professional purposes, in their own name or on behalf of an organization, regardless of whether access is carried out directly, through a technical integration (including API), or within a signing workflow initiated by a Simpliworks client. Where a qualified certificate for electronic signature is issued to the User, the User acquires the status of Subject (as defined at a given time in the Simplifi General Terms and Conditions and in the policies applicable to certification Services).

“Account” - means an electronic profile created on the Platform, associated with a User and used to access the Simplifi Platform Services, to which one or more Roles may be assigned.

“Role” – means a set of rights and permissions associated with an Account, which defines the level of access to and type of use of the Platform by the User (e.g.: personal Role, employee Role, Administrator Role, Organization representative Role).

“Administrator” – means a User designated by an Organization to administer User accounts, manage Roles, configure Services, and manage subscription Plans on behalf of the Organization.

“Organization” – means a legal entity or other form of professional organization that uses the Simplifi Platform Services, in whose name User accounts are created and for which the Services provided through the Platform may be contracted and invoiced. In the context of trust services provided by Simpliworks, the term Organization corresponds to a Subscriber, as defined in the Simplifi General Terms and Conditions and in the policies applicable to certification Services.

“Plan” – means a package of Services and resources available for the use of the Platform, under the conditions established by Simpliworks.

“2FA” – means a two-factor authentication mechanism used for accessing and using the Platform.

“API”- means an application programming interface that allows the integration of the Platform with external IT systems.



PART II

ACCOUNT CREATION AND USE

4. Account creation

An account may be created either through direct registration (Register/Sign Up) or through federated authentication (for example: Google, Microsoft, or other digital identity services accepted by Simpliworks).

In the case of direct registration, the account creation and activation process includes validation of the email address, configuration of the two-factor authentication (2FA) mechanism, as well as completion of the identity verification process, in accordance with applicable legislation and the relevant Simplifi Policies.

The creation and activation of the account are conditional upon the configuration of the two-factor authentication (2FA) mechanism, acceptance of the applicable terms and conditions and privacy policy, as well as the successful completion of the identity verification process, where required depending on the Services used.

Simpliworks may refuse the creation or activation of an account where, for objective reasons, the identity of the person cannot be verified at the assurance level required by applicable law, Simplifi policies and procedures, or applicable technical standards.

Such situations may arise, by way of example, where:

- the identification data or documents provided are incorrect, invalid, expired, incomplete, or inconsistent;
- the information provided cannot be validated through the necessary verification checks;
- the identity cannot be established at the required level of assurance;
- there are inconsistencies between the data provided and the information available in official registers;
- an invalid personal numerical code (CNP) or other personal identifier is used.

In such cases, Simpliworks may request the data subject to provide additional information or documents, and the provision of the Services may only be carried out after the issues that led to the inability to verify the identity have been remedied.

5. Use of the Account and Associated Roles

After the account is created, the User is automatically assigned a personal Role, intended for the individual use of the Platform Services.

Within the personal Role, the User may, within the limits of the functionalities available in the Platform and of the applicable Plan:



- access and use the Services provided through the Platform;
- create, upload, manage, and send documents for signing;
- initiate and manage signing workflows;
- request, where applicable, the issuance of a qualified certificate for electronic signature;
- use the issued certificate in accordance with applicable law and the relevant Simplifi Policies.

5.1. Personal account duration

The User's personal account is, in principle, of indefinite duration and remains active indefinitely, provided that:

- the User keeps their personal data up to date and, where necessary, completes identity revalidation processes required by applicable law or the Simplifi Policies;
- the User does not expressly request the closure of the account or deletion of their data;
- the account is not suspended or closed under the conditions set out in these Terms or under applicable law.

Access to documents existing in the personal account may be maintained even where:

- the User does not have an active Plan;
- the resources included in the Plan have been exhausted;
- the Services are not actively used.

In such cases, access to certain functionalities of the Platform may be limited, without affecting the User's right to access existing documents, subject to compliance with legal requirements and applicable security policies.

5.2. Organizational roles and organization management

The User may, at any time:

- create an Organization on the Platform, in which case they acquire the Role of Administrator of that Organization; or
- join an existing Organization, as an employee, Administrator, representative, or authorized User, based on an invitation received from the Organization or an access request approved by it.

Organizational Roles are distinct from the User's personal account and are granted or revoked by the organization or subscriber that uses the Platform Services.

Within the Role of Organization Administrator, the User may, within the limits of the assigned rights and permissions:

- manage Users and Roles within the Organization;
- select and manage the Plans applicable to the Organization;



- manage administrative aspects related to the Organization's use of the Platform, including invoicing and payment for the Services;
- allocate available resources to the Organization's Users, in accordance with the applicable Plan.

The revocation of an organizational Role does not affect the existence of the User's personal account.

Access to the Organization's documents and resources is determined by the Roles and permissions established by the Organization and may be modified or revoked at any time by its Administrators.

5.3. Issuance of certificates for organizations

Where the User requests the issuance of a qualified certificate for an electronic seal on behalf of an Organization, the User must complete the verification process set out in the applicable Simplifi Policies.

The issuance of a qualified certificate for an electronic seal may be subject to:

- verification of the identity of the designated person;
- verification of the existence of the Organization;
- verification of the right of representation or of the granted mandate;
- compliance with applicable legal, procedural, and technical requirements.

The qualified certificate for an electronic seal is issued in the name of the Organization and may only be used in accordance with applicable law, the Simplifi Policies, and the rights and Roles assigned within the Platform.

PART III

SUBSCRIPTION PLANS AND BILLING

6. Subscription plans

The Platform may be used based on subscription plans ("Plans"), publicly available on the website www.simplifi.ro and updated periodically.

Plans are available both for individual Users and for Organizations and may include, as applicable:

- a defined number of electronic signatures;
- a defined number of electronic seals or authorized Users;
- an estimated volume of transactions or operations;
- storage space for documents;



- access to additional functionalities, including API integration;
- other resources or Services defined in the applicable commercial offer.

Plans may be offered in the form of:

- free Plans (“Free”), which may include a limited number of signatures or other resources for a defined period;
- paid Plans, intended for individual or organizational use;
- Plans dedicated to technical integrations (including API subscriptions).

Plans may have a monthly or annual duration. Annual Plans may benefit from more advantageous financial conditions than monthly Plans, in accordance with the information published on the Simpliworks website or communicated to the client at the time of contracting.

The resources included in a Plan are allocated for the corresponding billing period and may be used in accordance with the limits and conditions defined for that Plan.

6.1. Acceptance of the Plan and commercial terms

By selecting a Plan on the Platform, activating a Plan, or expressly accepting an individual, non-standard, or customized commercial offer, the User or the Organization, as applicable:

- confirms acceptance of the commercial terms applicable to the respective Plan or offer;
- undertakes to comply with these Terms and the applicable Simplifi Policies;
- undertakes to comply with the limits, restrictions, and conditions of use applicable to the selected Plan.

The Plan selected on the Platform, the accepted commercial offer, any order, order form, commercial proposal, or equivalent document accepted by the User or the Organization shall form an integral part of the contractual relationship between the parties and shall establish, as applicable:

- the contracted Services;
- the included resources;
- the duration of the Plan;
- the applicable fees;
- the billing and payment method;
- any other specific commercial terms.

In the event of any inconsistency between the specific commercial terms of the Plan or the accepted offer and these Terms, the specific commercial terms shall prevail exclusively with respect to the expressly regulated commercial aspects, without affecting the application of the other provisions of these Terms and the Simplifi Policies.

7. Top-ups and additional resources

In addition to the resources included in the selected Plan, the User or the Organization may purchase additional resources ("Top-ups"), which may be used independently of the main Plan or to supplement existing resources.

Top-ups may include, as applicable:

- an additional number of electronic signatures;
- an additional number of electronic seals;
- a number of signatures that may be allocated to Users within an Organization or to an individual User;
- prepaid invitations ("prepaid invites"), intended for initiating a signing workflow for persons who do not yet have an account on the Platform, including, where applicable, the costs related to the identity verification process and account creation;
- additional resources related to the use of the API or other integrated Services;
- other resources or Services defined in the applicable commercial offer.

Top-ups are generally:

- purchased in advance;
- used until the acquired resources are exhausted;
- non-refundable, except in cases provided for by applicable law or Simpliworks policies.

Additional resources may have a fixed or unlimited validity period, depending on the type of resource and the conditions of the applicable Plan.

8. Billing and payment

The selection of a Plan entails the obligation to pay the applicable fees, as published on the Simpliworks website or communicated to the client through an offer, contract, or the Platform interface.

Payment is generally made at the time of selecting or modifying the Plan, for the entire applicable billing period.

All fees are expressed excluding VAT or other applicable taxes, unless otherwise specified. The User or the Organization is responsible for the payment of any taxes, duties, or contributions applicable in connection with the use of the Services.

All financial operations and payments made for the purchase of a Plan are processed by authorized payment institutions (for example, Stripe or another authorized processor) and stored on their servers, in accordance with their terms and conditions. The corresponding invoices may be made available to the client through their account on the payment platform or through the Simplifi Platform.



At the time of entering card details on the Platform, the User is redirected to the payment processor's page. Simpliworks does not have access to and does not collect information related to the User's payments, storing in its database only the information communicated by the payment processor, such as the last four digits of the associated card and its expiration date.

In the case of recurring Plans, the User expressly agrees that the first payment will be made by the User through the payment processor, and that subsequent payments will be made by automatically charging the card entered on the Platform, until the Plan is terminated or modified.

In the event of modification of the Plan during a subscription period (for example, upgrade or addition of resources), additional costs may be calculated on a proportional (pro-rata) basis for the remaining period until the expiration of the initial billing period.

Failure to pay the amounts due or failure of payment processing may result, as applicable, in:

- temporary suspension of access to the Platform or to certain functionalities;
- limitation of the use of the Services;
- termination of the Plan or of the account, in accordance with the applicable terms and conditions.

The reinstatement of Services after suspension may be conditional upon:

- full payment of outstanding amounts;
- payment of any reactivation fees;
- updating the payment method.

9. Service usage measurement

The use of the Services provided through the Platform is measured and recorded by automated IT systems operated by Simpliworks, including activity logs, technical records, and other monitoring mechanisms.

For the purposes of these Terms, usage may include, as applicable: the number of electronic signatures applied, the number of electronic seals used, the number of documents processed, the number of invitations sent, the volume of API calls or transactions, the amount of storage used, and other resources or operations defined in the applicable Plan.

The technical records generated by Simpliworks systems constitute the primary evidence of Service usage and may be used for billing, audit, dispute resolution, or compliance with legal or regulatory requirements.

Simpliworks reserves the right to modify, update, or recalibrate the methods used to measure Service usage, in accordance with the principles of transparency and proportionality.

10. Refund policy



Except where expressly provided by applicable law or by Simpliworks' commercial policies, amounts paid for subscription plans, additional resources (top-ups), consumed Services, and the issuance of digital certificates are non-refundable.

Refunds may be granted, as applicable, in situations such as:

- technical errors attributable exclusively to Simpliworks;
- incorrect billing;
- inability to provide the Service for reasons attributable to Simpliworks;
- other situations provided for by applicable law.

Any refund request must be submitted in writing to easy@simplifi.ro and will be assessed on a case-by-case basis.

PART IV

API AND INTEGRATION

11. Technical interfaces and integration

The Platform may provide technical interfaces intended for integration with external IT systems, including, as applicable:

- application programming interfaces (API);
- software development kits (Software Development Kits – SDKs);
- automatic notification mechanisms (webhooks);
- other components or technical Services necessary for integrating the Platform's functionalities into third-party applications.

These interfaces allow, as applicable:

- the issuance and use of digital certificates;
- the transmission of documents for signing;
- the integration of electronic signature Services into external IT systems.

The use of technical interfaces is permitted exclusively for legitimate purposes and in accordance with applicable law, these Terms, and the technical documentation published by Simpliworks.

12. API access and authentication keys

Access to the API is conditional upon the issuance of technical access credentials, including API keys or other authentication mechanisms defined by Simpliworks.

API keys:



- identify the client, organization, or application using the Services;
- enable authentication of requests to the Platform;
- are personal and confidential;
- may not be transferred, disclosed, or used by third parties without the express consent of Simpliworks.

The client or the User is responsible for:

- maintaining the confidentiality of API keys and other technical credentials;
- using them under appropriate security conditions;
- preventing unauthorized access;
- immediately notifying Simpliworks in the event of compromise of an API key or of a security incident.

13. Technical limits and rate limiting

The use of the API may be subject to technical and operational limits established by Simpliworks and published in the technical documentation or defined in the applicable Plan.

Simpliworks reserves the right to introduce additional technical limits, modify existing limits, temporarily restrict API usage, or suspend access to the API in cases of abusive or non-compliant use.

Simpliworks does not provide and does not undertake any service level (SLA), guaranteed availability percentage, or maximum remediation time with respect to access to the API or to any other technical interface, unless such commitments are expressly stipulated in writing in an individual contract negotiated with the Client.

Any technical indicators, availability statistics, or performance parameters published in the technical documentation, on the Simpliworks website, or communicated informally are provided for informational and indicative purposes only and do not constitute contractual commitments, guarantees, or representations of Simpliworks.

14. Responsibility for integration

The Client using the API is responsible for:

- the proper implementation of the technical integration;
- the security of its own IT systems;
- testing integrated applications prior to production use;
- monitoring API usage and preventing unauthorized use;
- complying with the technical documentation provided by Simpliworks;
- implementing the technical mechanisms necessary to manage API unavailability within its own systems.



Simpliworks shall not be responsible for integration errors, incorrect configurations, improper use of the API, or the unavailability of the Client's IT systems.

15. API changes and compatibility

Simpliworks reserves the right to modify the API, including the structure of requests, the format of responses, available methods, technical requirements, or supported versions.

Simpliworks will make reasonable efforts to notify affected Users, maintain technical compatibility for a reasonable period, and ensure a controlled transition between versions.

16. API usage monitoring

Simpliworks may monitor the use of the API and other technical interfaces for purposes such as security, audit, fraud prevention, regulatory compliance, incident diagnosis, or performance optimization.

The technical records generated as a result of API usage may constitute evidence of Service usage and may be used for legal or contractual purposes.

PART V SECURITY

17. Security responsibilities

17.1. General security responsibilities

Responsibility for the security of the use of the Platform lies with the contracting party with Simpliworks, namely:

- the User, in the case of a personal account used in their own name; or
- the Organization, where it uses the Platform for one or more Users and is the holder of the contractual relationship and of the payment obligations.

Where the Platform is used by an Organization, it has the obligation to ensure that all authorized Users:

- comply with these Terms;
- comply with the applicable Simplifi Policies;
- use the Platform in accordance with good information security practices;
- are properly trained regarding the secure use of the Services.

The Organization remains responsible for the use of the Platform by its authorized Users, including for any actions or omissions thereof.

In this regard, the User and/or the Organization, as applicable, have the obligation to:

- ensure the security of the accounts and of all authentication credentials associated with them;
- use two-factor authentication (2FA) mechanisms and other security measures made available by the Platform;
- protect the devices used to access the Platform against unauthorized access, including through the use of passwords, screen lock mechanisms, and appropriate security software;
- use the Platform exclusively through secure and technically up-to-date devices and connections;
- prevent the use of accounts by unauthorized persons;
- ensure that the data and information entered into the Platform are accurate and do not expose the Platform, other Users, or third parties to security risks.

The User and/or the Organization, as applicable, are responsible for all activities carried out through the associated accounts, including activities performed by any person who has gained access to the account as a result of disclosure of access credentials, use of unsecured devices, or failure to comply with the security obligations set out in these Terms.

17.2. Security incident notification

The User and/or the Organization, as applicable, have the obligation to notify Simpliworks without undue delay if they become aware of or suspect the existence of a security incident that may affect:

- the accounts used;
- the data or documents processed;
- the integrity or availability of the Services;
- the security of the Platform.

This obligation includes, without limitation, situations where:

- there are suspicions or evidence of unauthorized access to the account;
- passwords, authentication codes, or other access credentials have been compromised;
- the device used to access the Platform has been lost, stolen, or compromised;
- there are indications of fraudulent or abusive use of the account;
- a security incident has been detected that may affect the integrity, availability, or confidentiality of the data.

The notification must be sent to Simpliworks immediately after the incident is identified and should include, to the extent possible:

- a description of the incident;
- the approximate date and time of its occurrence;
- the measures already taken to limit its impact;
- any other relevant information for the investigation of the incident.

17.3. Protective measures and risk mitigation

In the event of a security incident or a reasonable suspicion regarding the compromise of an account or of the technical infrastructure, Simpliworks may adopt, without prior notice, reasonable measures to protect the security of the Platform, the data, and other Users.

Such measures may include, as applicable:

- temporary suspension of access to the account;
- requesting re-authentication or revalidation of the User's identity;
- resetting access credentials;
- temporary limitation of the use of certain functionalities;
- temporary blocking of certain operations;
- enhanced monitoring of account activity;
- adoption of any other necessary technical or organizational measures.

These measures may be applied, including for the purpose of preventing fraud or abusive use, protecting the security of the Platform, complying with legal or regulatory obligations applicable to Simpliworks, or investigating security incidents.

17.4. Liability for failure to comply with security obligations

To the extent permitted by applicable law, Simpliworks shall not be liable for damages resulting from the unauthorized use of accounts or Services where such use was caused by:

- voluntary or negligent disclosure of access credentials;
- use of unsecured or compromised devices;
- failure to implement recommended security measures;
- failure to comply with the obligation to notify security incidents;
- use of the Platform in breach of these Terms or of the applicable security policies.

Where the Platform is used by an Organization, responsibility for compliance with security obligations lies with the Organization, including for the actions or omissions of authorized Users who use the Platform on its behalf.

Simpliworks shall not be liable for the infection of the User's or Organization's equipment, IT systems, or networks with malicious software, viruses, ransomware, or any other harmful code, regardless of whether these were transmitted through the Platform, processed documents, technical interfaces, or any other components of the Services. The User is responsible for



configuring their IT systems for accessing the Platform and for using their own antivirus software.

This clause shall not affect:

- the rights of the User or the Organization provided by applicable law;
- the legal obligations of Simpliworks as a trust service provider;
- the applicable provisions of the General Terms and Conditions for Qualified Trust Services;
- the security obligations set out in the Simplifi Policies published on the official website.

PART VI

DOCUMENTS AND DATA

18. Documentele uploaded and used on the Platform

The User or the Organization is solely responsible for the content of the documents uploaded, generated, transmitted, or processed through the Platform, as well as for their use in accordance with applicable law.

Simpliworks acts exclusively as a provider of technical Services and does not exercise control over the content of documents uploaded or used by Users.

Simpliworks reserves the right to restrict access to documents or to suspend the use of the Platform where there are reasonable suspicions of a breach of applicable law, abusive use of the Platform, or the existence of security risks.

19. Data storage and retention

The data and documents processed through the Platform may be:

- temporarily stored for the purpose of providing the Services, depending on the storage capabilities offered under the selected pricing Plan;
- retained for specified periods for security, audit, or compliance purposes;
- deleted or anonymized, in accordance with applicable law and Simpliworks' internal policies.

Simpliworks may retain certain data and documents for additional periods, even after the termination of the use of the Services or the closure of the account, to the extent necessary for compliance with legal or regulatory obligations, fraud prevention or incident investigation, the exercise or defense of Simpliworks' legal rights, or compliance with audit or security requirements.

Data deletion may be carried out at the User's request or automatically, in accordance with the retention policies applicable to the selected Plan, unless applicable law, regulatory obligations, or the Simplifi Policies require their retention for a longer period.



In certain situations provided by law, the deletion of data may be limited or postponed. In the case of supporting data for the issuance of qualified certificates, such data is subject to a distinct retention policy, as set out in the Simplifi Privacy Policy and the Simplifi Personal Data Processing Notice.

20. Activity logs and technical records

The use of the Platform may generate technical records and activity logs ("logs"), automatically created by the IT systems operated by Simpliworks.

These records may include, as applicable: the date and time of access to the Platform, actions performed by Users, signing or validation operations, security events, document access, use of technical interfaces (including API), and other activities relevant to the functioning of the Platform.

Technical records and activity logs are generated and retained for legitimate purposes, including ensuring the security of the Platform, internal and external audit or regulatory compliance purposes, fraud prevention, investigation of security incidents, diagnosis of technical issues, or improvement of Service performance.

These records may constitute evidence of the use of the Services and may be used in administrative, judicial, or audit proceedings.

Technical records and activity logs may be made available to competent authorities, authorized auditors, supervisory bodies, or other authorized entities, under the conditions and within the limits provided by applicable law.

PART VII

SUSPENSION AND TERMINATION

21. Suspension of Services

Simpliworks may temporarily suspend access to the Platform or to certain functionalities thereof where there are reasonable grounds to believe that the use of the Services may affect the security, integrity, availability, or compliance of the Services provided.

Suspension may be applied, as applicable, at the level of an individual account, a User, an Organization, a technical integration, or specific functionalities of the Platform.

21.1. Cases of suspension

Simpliworks may suspend access to the Services in situations such as, but not limited to:

- breach of these Terms or of the applicable policies;

- abusive or unauthorized use of the Platform;
- reasonable suspicions of fraud, forgery, or illegal use;
- security incidents or security risks;
- compromise of access credentials;
- non-payment of amounts due;
- exceeding technical limits or excessive use of the Services;
- provision of incorrect or incomplete information;
- requests from competent authorities;
- the need to perform maintenance work or urgent technical interventions;
- compliance with legal or regulatory obligations applicable to Simpliworks.

21.2. Effects of suspension

During the suspension period, Simpliworks may limit access to the Platform, restrict the use of certain functionalities, suspend the issuance or use of certificates, suspend API access, suspend document processing, or temporarily block access to the account.

The suspension of Services does not release the User or the Organization from the obligation to pay the amounts due.

Simpliworks will make reasonable efforts to restore access to the Services after the cause that led to the suspension has been remedied.

22. Termination of use

The use of the Platform Services may cease in the following situations:

- upon the express request of the User or the Organization;
- upon expiration or termination of the contract;
- in the event of serious or repeated breach of these Terms;
- in the event the Services cannot be provided;
- in the event of non-payment for the Services;
- in the event of legal or regulatory requirements;
- in the event of discontinuation of the Platform's activity.

22.1. Termination at the request of the User or the Organization

The User may, at any time, request the closure of the account, the termination of the use of the Services, or the deletion of data, in accordance with applicable law.

The request may be submitted through the Platform interface or through other methods made available by Simpliworks.

In certain situations, the closure of the account may be delayed or limited to the extent that there are legal data retention obligations, ongoing contractual obligations, ongoing disputes or investigations, or where the retention of data is necessary for audit or compliance purposes.

22.2. Termination initiated by Simpliworks

Simpliworks may terminate the provision of the Services or close the account of a User or an Organization in the event of:

- breach of these Terms;
- abusive, fraudulent, or illegal use of the Platform;
- security incidents;
- legal or regulatory requirements;
- the need to protect the security or integrity of the Platform.

Simpliworks may notify the User prior to the termination of the Services, where this is possible and reasonable.

22.3. Effects of termination

Upon termination of the use of the Services:

- access to the Platform may be restricted or deactivated;
- access to signing functionalities may be suspended;
- the use of certificates may be limited or revoked;
- technical integrations and API access may be deactivated;
- subscription Plans may cease.

Termination of the Services does not affect rights and obligations accrued prior to termination, outstanding payment obligations, or obligations relating to confidentiality, security, or data retention.

22.4. Data retention and access after termination

After the termination of the use of the Services:

- data and documents may be retained for the periods provided by applicable law;
- access to existing documents may be maintained for a limited period;
- data may be archived or anonymized;
- data may be deleted upon expiration of the legal retention periods.

Simpliworks may retain certain technical records and activity logs for regulatory compliance, audit, fraud prevention, or for the exercise or defense of its legal rights.

22.5. Reinstatement of services

The reinstatement of the use of the Services after suspension or termination may be subject to:

- remedying the cause that led to the suspension;
- payment of outstanding amounts;
- updating the information provided;
- revalidation of identity;
- acceptance of the applicable terms and conditions.

Simpliworks reserves the right to refuse the resumption of the Services where security or compliance risks persist.

PART VIII

LIABILITY, WARRANTIES AND RESTRICTIONS

23. Warranties and availability of the Services

The Platform and the Services are provided “as is” and “as available,” within the limits of the functionalities existing at the time of use and subject to the conditions set out in these Terms, the Simplifi Policies, and any applicable commercial offer.

To the extent permitted by applicable law, Simpliworks provides no other express or implied warranties regarding the continuous or uninterrupted availability of technical interfaces, response times, the Platform, or the Services, including warranties of fitness for a particular purpose, accuracy, completeness, or timeliness of returned data, absence of errors, defects, interruptions, or technical data loss, compatibility with the client’s IT systems, applications, or technical infrastructure, or the fulfillment of any specific commercial, technical, or operational requirements.

Simpliworks makes reasonable efforts to ensure the operation and availability of the Platform; however, it does not guarantee that:

- the Platform or the Services will be continuously available, uninterrupted, secure, error-free, or without delays;
- the Platform or the Services will meet all requirements or expectations of the User or the Organization;
- the results obtained through the use of the Platform or the Services will be complete, accurate, fit for the intended purpose, or free from errors;
- any error, defect, interruption, or malfunction will be remedied within a specific timeframe;
- the Platform will be compatible with any equipment, software, infrastructure, IT system, browser, application, or technical integration used by the User or the Organization.



These provisions do not affect the legal obligations of Simpliworks as a trust service provider, to the extent that such obligations are applicable to a specific Service provided through the Platform.

24. Limitation of liability

In addition to the limitation of liability set out in the applicable Simplifi Policies referred to in Section 2, and to the extent permitted by applicable law, Simpliworks shall not be liable for direct or indirect damages resulting from the use or inability to use the Platform, except where such damages are caused exclusively by the gross negligence or willful misconduct of Simpliworks.

Simpliworks shall not be liable for failure to perform or improper performance of its obligations caused by force majeure events. For the purposes of this Agreement, force majeure means an event beyond the control of the parties, such as fires, earthquakes or other natural disasters, wars, revolutions, strikes, pandemics, restrictions arising as a result of quarantine, technical issues affecting the essential functionalities of the Platform, orders or acts of public authorities, as well as other similar events.

Simpliworks shall not be responsible, including but not limited to, for:

- the content of documents uploaded, generated, or transmitted through the Platform;
- the legality of documents used by Users;
- improper or abusive use of the Platform;
- loss or damage to data caused by actions of the User, the Organization, or third parties;
- unauthorized access to accounts caused by the compromise of access credentials;
- unavailability of the Services caused by external factors, including communication network interruptions, failures of User equipment, or cyberattacks;
- errors or delays caused by third-party providers, including cloud service providers, communication service providers, or payment processors;
- indirect, consequential, or special losses.

Simpliworks shall not be liable for damages resulting from security incidents where these were caused by:

- voluntary or negligent disclosure of access credentials;
- use of unsecured devices;
- failure to implement recommended security measures;
- use of the Platform in breach of these Terms;
- use of the Services through compromised IT systems.

To the extent permitted by applicable law, Simpliworks' total liability for any damage resulting from the use of the Platform shall not exceed the total amount paid by the User or the Organization for the Services provided during:

- the 12 calendar months preceding the occurrence of the damage; or

- the period of use of the Services, if shorter.

This limitation applies cumulatively to all claims arising in connection with the use of the Platform.

The limitations set out in this Article shall not apply in the case of damages caused by willful misconduct or gross negligence, bodily injury, death, or in other situations where limitation of liability is prohibited by applicable law.

25. Export restrictions and international use

The User and the Organization represent and warrant that they will not use the Platform or the Services in violation of applicable laws regarding international sanctions, embargoes, export controls, or other applicable trade restrictions.

The User and the Organization undertake not to export, re-export, transfer, make available, or use, directly or indirectly, the Platform, the Services, the technical documentation, the API, or any related information in a manner that would violate applicable export control laws, international sanctions, or restrictive measures adopted by the European Union, Romania, or other competent authorities.

By using the Platform, the User and the Organization represent that:

- they are not located in a jurisdiction subject to sanctions, embargoes, or restrictions that prohibit the provision of the Services;
- they are not persons, entities, or organizations subject to applicable sanctions or restrictions;
- they will not use the Platform or the Services for the benefit of any person or entity subject to such restrictions;
- they will comply with all applicable legal requirements regarding the export, re-export, transfer, or use of the Services.

Simpliworks reserves the right to suspend or terminate the provision of the Services where there are reasonable suspicions of a breach of this Article or of applicable regulations concerning international sanctions, embargoes, or export controls.

PART IX

FINAL PROVISIONS

26. INTELLECTUAL PROPERTY RIGHTS

The Simplifi Platform, all its component elements — including the interface, graphic elements, technical documentation, the API, source code, functional workflows, and content published through it — are the exclusive property of Simpliworks or its licensors and are protected by copyright, trademarks, and other applicable intellectual property rights. The User understands and agrees that they do not acquire any rights thereto by using the Platform, except for the limited, non-exclusive, non-transferable, and revocable right to access and use the Services, granted strictly under the conditions and within the limits set out in these Terms and solely for the purpose for which the Platform has been made available.

The User is prohibited from reproducing, copying, modifying, distributing, sublicensing, selling, exporting, applying reverse engineering methods, creating derivative works, or making available to third parties the Platform, its technical components, graphic elements, trademarks, or any other materials belonging to Simpliworks or its partners, without the prior written consent of Simpliworks. Nothing in these Terms shall be construed as a transfer of intellectual property rights or as granting a license broader than that expressly provided in this Article.

27. Amendment of these Terms

Simpliworks reserves the right to amend, update, or supplement these Terms governing the use of the Platform, including the associated policies and documents, to the extent necessary to adapt to legislative or regulatory changes, improve the Services or the Platform's functionalities, introduce new Services or products, address security or compliance risks, or align with technical or operational standards.

Any material amendment to these Terms will be communicated to Users through:

- notification within the Platform;
- communication by email;
- publication on the official Simpliworks website.

Amendments may enter into force immediately (for new Plans) or starting with the next billing period (for existing Plans, to the extent permitted by law). Continued use of the Platform after the entry into force of the amendments constitutes acceptance of such amendments.



28. Governing law

These Terms are governed by the laws of Romania.

The interpretation and performance of these Terms shall be carried out in accordance with Romanian law, applicable European Union legislation, regulations on trust services and electronic signatures, and any other legal provisions applicable to the Services provided by Simpliworks.

29. Dispute resolution

Any dispute arising out of or in connection with the use of the Platform shall be resolved amicably, where possible. If an amicable resolution is not possible, jurisdiction shall lie with the courts of Romania.

This provision does not limit the parties' right to resort to other dispute resolution mechanisms provided by law.

30. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, this shall not affect the validity of the remaining provisions.

The affected provision shall be interpreted or replaced in a manner that most closely reflects the original intent of the parties and complies with applicable law.

31. Waiver

The failure or delay of Simpliworks in exercising any right provided under these Terms shall not constitute a waiver of that right. Any waiver of a right must be express and made in writing.

32. Assignments of rights and obligations

Simpliworks may assign or transfer its rights and obligations arising from these Terms to an affiliated company, a legal successor, or a third party in the event of a reorganization, merger, or sale of assets.

The User may not assign their rights or obligations without the prior written consent of Simpliworks.

33. Survival of clauses

Certain provisions of these Terms shall remain applicable even after the termination of the use of the Services, including, but not limited to, obligations relating to security, confidentiality, data retention, payment obligations, limitation of liability, dispute resolution, or intellectual property rights.



34. Entire agreement

These Terms, together with the policies and documents to which they refer, constitute the entire agreement between Simpliworks and the User regarding the use of the Platform.

They replace any prior agreements, understandings, or communications relating to the same subject matter.

35. Applicable version

These Terms are available in the Romanian language.

In the event that translations of these Terms are published in other languages, the Romanian language version shall prevail in the event of any discrepancies in interpretation, to the extent permitted by applicable law.