# Terms and conditions of certificate service

## Chapter I. General Provisions

### § 1

1. These Terms and Conditions define the general principles of provision of certificate services by the company under the business name of cyber_Folks S.A., hereinafter referred to as the "Terms and Conditions of Certificate Services".

2. cyber_Folks S.A. is a public limited company with its registered office in Poznań at the following address: 60- -829 Poznań, ul. Franklina Roosevelta 22, entered into the National Court Register maintained by the District Court for Poznań - Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register under the KRS number 0000612359, REGON (Statistical Number) 364261632, NIP (Tax Identification Number) 7822622168, share capital of PLN 425,228.00, paid in full.

3. cyber_Folks S.A. is hereinafter referred to as the "Supplier".

### § 2

The following terms and expressions have the following meanings:

1. **"Service"** - a single service that includes a set of actions performed by the Supplier on the basis of which the Supplier submits, in the name and on behalf of the Client, to the Certification Organisation, an application for issuance of the Certificate to the Client;

2. **"Digital Data Resource"** - the resource of digital data, defined and indicated by the Client, with defined functionalities (in particular domain name, IP number of the network device, e-mail address, host, etc.) with respect to which the Certificate may be used for security of both the digital data themselves and the source of their origin;

3. **"Certificate"** - the encryption key conforming with the principles of cryptographic protection of data (in particular SSL certificate, Code Signing, Secure MIME), with temporal limitations, individually granted by the Certification Organisation and allocated to a given Digital Data Resource indicated by the Client;

4. **"Certification Organisation"** - the domestic or foreign entity that issues Certificates in compliance with the adopted standards in the scope of cryptographic protection of data transmission;

5. **"Asystent SSL"** – the application available on the Website, used for performance by the Client of the actions connected with the application for granting the Certificate, consisting in particular in completion of data and documents set out in the form presented in connection with the use of the said application;

6. **"General Terms and Conditions"** - the Terms and Conditions of Provision of Services by Electronic Means by cyber_Folks S.A., applicable at the Supplier's. The capitalised terms and expressions used in the Terms and Conditions of Certificate Services, not defined herein, shall have the meanings allocated to them in the General Terms and Conditions.

### § 3

1. The Terms and Conditions of Certificate Services are the specific terms and conditions within the meaning of the general terms and conditions.

2. The provisions of the Agreement, including the Order, Technical Specifications or Price Lists which differ from the provisions of the Terms and Conditions of Certificate Services shall prevail over the provisions of the Terms and Conditions of Certificate Services.

3. The provisions of the Terms and Conditions of Certificate Services shall prevail over the provisions of the General Terms and Conditions.

4. None of the provisions of the Terms and Conditions of Certificate Services shall exclude or limit the Consumer's rights under generally applicable legal provisions in force, including the ones defined in the General Terms and Conditions. In the event of any doubts regarding the interpretation of particular provisions of the Terms and Conditions of Certificate Services, the principle defined in the first sentence shall apply.

## Chapter II Certificate Service

### § 4

1. Under the Certificate Service Agreement the Client commissions the Supplier, for compensation, to submit, in the name and on behalf of the Client, to the Certification Organisation, an application for granting the Certificate for the Digital Data Resource and for granting the Client by the Certification Organisation a licence authorising the Client to use the Certificate. The Supplier's obligation shall neither be a periodic nor continuous performance. The detailed description of the Certificates is set out in the Price List.

2. The Services provided by the Supplier under the principles defined in the Terms and Conditions of Certificate Services shall consist in taking careful actions aimed at granting the Client the Certificate and a licence authorising the Client to use the Certificate.

3. The Supplier shall bear no liability for the Client's actions that conflict with the terms and conditions of granting the Certificate, defined by the Certification Organisation. The Supplier shall make available, at an express request made by the Client, both prior to conclusion of the Agreement and during its performance, the terms and conditions of granting the Certificate.

4. For the purpose of granting the Certificate indicated by the Client, the Supplier shall take towards the Certification Organisation actions, in the name and on behalf of the Client, including it shall conclude with the Certification Organisation the agreement to grant the Certificate.

5. Placing an Order shall be equivalent to granting the Supplier an authorisation to represent the Client before the Certification Organisation and authorisation for the Supplier to conclude the agreement to grant the Certificate in compliance with the terms and conditions of granting Certificates by Certification Organisations, except for the actions set out in item 6.

6. The Client shall perform personally the actions aimed at:

a. positive verification by the Certification Organisation of the data regarding the client, defined in the requirements of a given Certification Organisation,

b. positive verification by the Certification Organisation of the right to use a given Digital Data Resource,

c. positive verification by the Certification Organisation of the persons authorised to represent the Client or persons authorised by the Client to take actions in the scope of performance of the application for granting the Certificate.

7. For the purpose of preliminary verification of the data constituting the basis of the application for granting the Certificate, notwithstanding the data and document that shall be provided by the Client as part of Asystent SSL application (if Asystent SSL is available for a given Service), the Supplier may request the Client to provide, within 3 Business Days,

a. additional documents or data required by the Certification Organisation,

b. to correct the provided data.

8. If Asystent SSL is not available for a given Service, the Supplier shall request the Client, to the Client's e-mail address indicated in the Panel, to provide the data and documents required for performance of the Service.

9. As a result of preliminary verification of data constituting the basis for the application, the Supplier may refuse to perform the Service and terminate the Agreement (upon prior notice given to the Consumer, and in the event of any breach, after ineffective request for remedy thereof) in the event of:

a. provision of untrue, incomplete or erroneous data and failure to provide the documents within the time limits set by the Supplier,

b. making any change in the written form of the application as compared with its electronic form,

c. failure to remedy the errors in the data presented by the Client, constituting the basis of the application for granting the Certificate.

In the event of termination of the Agreement under the procedure set out above, the Supplier shall, without unnecessary delay,

refund to the Consumer the funds paid by the Consumer for the performances which were not rendered.

10. In the events that the Supplier is, at the same time, the issuer of the Certificate (Certification Organisation), which is indicated in the Price List, the provisions of these Terms and Conditions of Certificate Services shall apply *mutatis mutandis*.

## § 5

1. Installation of the Certificate shall be necessary in order to secure the Digital Data Resource.

2. The Certificate validity date shall run from the issue date rather than the date of installation by the Client.

## § 6

1. The Client shall be notified by the Supplier of the expiry of the Certificate validity date at least 14 days prior to the expiry of the validity date. The notice set out in the previous sentence shall be accompanied with information on the possibility of concluding the Agreement for another definite period. § 4 and § 5 items 4-9 of the General Terms and Conditions shall apply *mutatis mutandis*.

2. In the event of conclusion of the Agreement for another billing period on the basis of the approval by the Client of the Supplier's offer set out in § 6 item 1 of these Terms and Conditions of Certificate Services, the provisions of these Terms and Conditions of Certificate Services shall apply directly to the Agreement concluded as aforesaid.

3. The further Certificate validity period shall run from the issuance of the new Certificate.

4. The Supplier shall bear no liability for the consequences of the expiry of the Certificate validity date and non-granting the Client another Certificate for reasons solely on the part of the Client.

## § 7

1. The Certificate Service Agreement shall not be a periodic agreement, save that within the validity period of the granted Certificate the Supplier

shall allow the Client to use the technical support, consisting in provision by the Supplier of the information on the validity date of the granted Certificate. Subject to item 2, the Agreement shall be concluded for a definite period, equal to the validity of the Certificate granted to the Client.

2. In the events that the Supplier is, at the same time, the issuer of the Certificate (Certification Organisation),

a. the minimum term of the Agreement is one year,

b. the Client may indicate (from the available options) any other term of the Agreement, constituting the multiplicity of the minimum term of the Agreement,

c. the Agreement may not be concluded for an indefinite period,

d. The billing period shall be one year, unless otherwise stipulated in the provisions of the Agreement or any other billing period stems from the Technical Specification of a given Certificate.

## § 8

1. The payment by the Client of the amount due established on the basis of the Price List applicable as of the date of placing the Order shall be necessary for performance of the application for granting the Certificate.

2. Without unnecessary delay after completion by the Client of all data and documents required by the Certification Organisation as part of performance of the application for granting the Certificate, the Supplier shall file an application for granting the Certificate for the Client.

3. The Supplier may request that the Client pay a supplementary fee, if the Client fails to perform an action aimed at removal of the obstacles in performance of the application for granting the Certificate, i.e.

a. fails to perform the obligations to provide full data that should be provided by the Client,

b. fails to meet the obligations towards the Certification Organisation which are the condition for granting the Certificate, which should be performed by the Client personally.

4. The supplementary fee shall be the difference between the price applicable on the date on which the Client removes the obstacles preventing from

performance of the application and the price indicated in the offer received earlier, on the basis of which the Client concluded the Agreement.

5. If the difference set out in item 4 occurs, the Supplier shall present, for the purpose of payment, a supplementary offer indicating the amount of the supplementary fee, which shall be paid by the Client by the due date indicated on the proforma invoice. In the event of failure to pay the supplementary fee on the basis of the supplementary offer, at the Supplier's request, the Agreement shall expire.

6. Items 3-5 shall not apply to Consumers, save that in the event of non-performance by the Consumer of the obligations set out in item 3 letters a)-b), the Supplier may terminate the Agreement, upon prior requesting to remedy the obstacles preventing from performance of the application, in which event the Supplier shall refund the fee paid by the Consumer without unnecessary delay.

## Chapter III The Supplier's Liability

### § 9

1. The Supplier shall bear liability for any damage caused to the Client as a result of non-performance or improper performance of the Service, unless non-performance or improper performance of the Service is a consequence of the circumstances for which the Supplier is not liable, i.e.

a. non-continuity of provision of the Service other than through the Supplier's fault, including:
- Force Majeure (flood, hurricane, etc.),
- unauthorised use of credentials provided to the Client for the purpose of granting access to the issued Certificate,

b. delay or lack of success in the Certificate issue process for reasons on the part of the Certification Organisation;

c. failure to accomplish the functionalities of the Client's ICT system, assumed by the Client, whose component is to be the Certificate;

d. delay or lack of success in the Certificate issue process for reasons on the part of the Client;

e. breach by the Client of the terms and conditions of the Agreement.

2. The damage suffered by the Client for which the Supplier may bear liability under the above provisions shall not include the profits, if any, lost by the Client and shall be limited to the amount of one annual fee paid by the Client.

3. The limitations of the Supplier's liability defined in items 1-2 shall not apply to Consumers, towards whom the Supplier shall bear liability for damage in the full scope, in compliance with the general principles of liability.

## Chapter IV Client's data

### § 10

1. The data provided by the Client shall be processed to the extent necessary for establishing, shaping the content, performance, amendment or termination of the Agreement, resulting from the content of these Terms and Conditions of Certificate Services and the General Terms and Conditions.

2. The list of Certification Organisations, including their addresses, which may be provided by the Supplier with personal data for the purpose of performance of the Agreement is available on the Website; the Client's selection of the Certificate shall result in provision of the data provided by the Client, including the Client's personal data, if required, to the relevant Certification Organisation.

## Chapter V Final Provisions

### § 11

1. No rights or obligations under the Agreement may be assigned without the Supplier's consent by either Party due to the fact that the Certificate is allocated to the indicated Digital Data Resource, irretrievably connected with

the entity that applied for granting the
Certificate.

2. The Terms and Conditions of Certificate Services
   shall become effective from

a. date 12 June 2019 – for Clients concluding
   the Agreement from this date;

b. date 28 June 2019 – for other Clients.