Public Agreement (Offer) for Vchasno Sign

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1. General provisions

1.1. This document constitutes an open proposal (Offer) by VCHASNO SERVICE LIMITED LIABILITY COMPANY (hereinafter referred to as the Operator), which owns the software in the form of the Vchasno Sign online service, to enter into an Agreement for access to the Vchasno Sign online service, which enables a range of actions for the provision of services (hereinafter referred to as the Agreement), on the terms set out in this Offer.

1.2. In accordance with Articles 205, 634, 638–642 and 901–907 of the Civil Code of Ukraine, if the terms set out in the Offer are accepted, the person accepting the Offer becomes a User of the Vchasno Sign online service and is granted access to the Vchasno Sign online service to obtain electronic trust services and other related services specified in this Agreement (acceptance of the Offer is equivalent to entering into the Agreement on the terms set out in the Offer).

2. Definitions

2.1. Electronic document workflow means the processes associated with signing electronic documents that are carried out using the Service.

2.2. European Union electronic signature (eIDAS, QES) means a qualified electronic signature that meets the requirements of Regulation (EU) No 910/2014 of the European Parliament and of the Council (eIDAS) and ensures the legal validity of the signed document in EU countries and Ukraine.

2.3. Access to the Vchasno Sign Online Service (Access to the Service) means granting the right to use the result of computer programming in the form of the Vchasno Sign Online Service at https://sign.vchasno.ua/eu-sign.

2.4. Identification means the procedure for establishing and confirming (verifying) the identity of the person in whose name the QES is issued (the User or a person designated by the User), by checking identity documents, whether the person matches those documents and, when an application is made through a representative, the representative's authority. The procedure is carried out remotely using video identification in accordance with the eIDAS Regulation and the trust service provider's regulations.

2.5. Vchasno Sign Online Service (Service) means software in the form of an online service intended to automate Electronic document workflow between Users and Counterparties, available at https://sign.vchasno.ua/eu-sign.

2.6. User means a person who initiates the uploading and signing of electronic documents, shares a link to those documents with a Counterparty for signing and holds a valid eIDAS signature, and/or a person who orders services for obtaining a SimplySign mobile electronic signature.

2.7. Counterparty means a third party designated by the User as a signatory, addressee or recipient of an electronic document for viewing and/or signing through the Service, who holds a valid eIDAS signature.

2.8. Document means one electronic document (file) uploaded by the User to the Service for signing. The maximum number of Documents that can be signed in one session is determined by the Service's technical parameters and displayed in the Service interface.

2.9. Service Tariff (Tariff) means the price of the Service's services, comprising the price for signing each individual Document and/or the cost of obtaining qualified trust services (QES) for a specified term. Detailed Tariff terms are available at sign.vchasno.ua/eu-sign.

2.10. Activation Code means a unique code provided to the User after payment of the Tariff to identify the User in the Service and enable signing of Documents through the Service.

3. Subject matter of the Agreement

3.1. The subject matter of the Agreement is the Operator's provision to the User of qualified trust services for obtaining a SimplySign mobile electronic signature and Access to the software product in the form of the Vchasno Sign online service, enabling the signing and transfer of electronic documents between the User and Counterparties and access to stored electronic documents through the Service (hereinafter collectively referred to as the Services). The User undertakes to accept and pay for the Services provided on the terms and in the manner specified in this Agreement.

3.2. Qualified electronic trust services for obtaining a SimplySign mobile electronic signature include:

- processing and checking the User's documents;
- identifying and verifying (confirming) the User's identity (in person or using remote video identification);
- administering the application process with the trust service provider;
- supporting the User at all stages of obtaining qualified electronic trust services.

3.3. As a result of the provision of a qualified electronic trust service, the User obtains a qualified European Union electronic signature, generated and issued by the international trust service provider Asseco Data Systems S.A. (Certum) in accordance with 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 (Official Journal of the EU L 2014, No 257, p. 73). The Operator accepts documents and supports the QES issuance procedure as an authorised operator of an identity verification point.

3.4. The User agrees to the terms of, and undertakes to comply with, the Privacy and Personal Data Processing Policy (GDPR), which forms an integral part of the Agreement (https://sign.vchasno.ua/gdpr). By accepting this Offer, the User confirms their unconditional agreement to comply with that Policy.

4. Terms of provision of the Services

4.1. The Operator provides the Services to the User for 1 (one) year from the date the Operator receives payment from the User.

4.2. The date on which provision of the Services begins is the date of payment by the User, provided that the payment is actually credited to the Operator's current account.

4.3. The period for providing qualified trust services for obtaining a SimplySign mobile electronic signature is up to 15 (fifteen) business days from the date the Operator receives 100% advance payment, provided that the User supplies a complete and properly prepared set of documents required to obtain a QES and successfully

completes Identification. If the User causes a delay in providing documents or completing Identification, the period for providing the Service is extended by the corresponding number of days of that delay.

4.4. Identification of the User (their representatives) is carried out in the manner, form and according to the procedures established by the qualified trust service provider Asseco Data Systems S.A. (Certum), in accordance with its regulations.

4.5. Qualified trust services for obtaining a SimplySign mobile electronic signature are deemed to have been provided in full on the date the User activates (receives) all paid-for QES signatures.

4.6. When qualified trust services for obtaining a SimplySign mobile electronic signature are ordered, the price of the Service includes the ability for the User to sign 10 (ten) Documents through the Vchasno Sign Online Service.

4.7. Access to the Vchasno Sign Online Service, enabling the signing and transfer of electronic documents between the User and Counterparties, is provided according to the number of signings (limit) paid for by the User. To sign Documents, the User is provided with an Activation Code, which is their unique identifier in the Service and determines the paid signing limit.

4.8. The Operator communicates the Activation Code to the User by telephone on the day the funds are credited to the Operator's current account. For each signing of Documents through the Vchasno Sign Online Service, the User enters the Activation Code received. The Activation Code (available signing limit) is valid for 12 (twelve) calendar months from the date the funds are credited to the Operator's current account.

4.9. Access to the Vchasno Sign Online Service, enabling the signing and transfer of electronic documents between the User and Counterparties, is provided within the signing limit paid for by the User during the validity period of the Activation Code. Any signing limit not used during the validity period of the Activation Code is cancelled; amounts paid are non-refundable.

5. Price of the Services and payment terms

5.1. The price of the Services is determined according to the Tariff selected by the User on the Operator's website at https://sign.vchasno.ua/eu-sign, or by signing a separate agreement at a price agreed between the Parties.

5.2. The User pays for the Services by bank transfer in Ukraine's national currency, the hryvnia, on the basis of 100% advance payment, by transferring funds to the Operator's current account specified in this Agreement or in the invoice. The price of the Services is determined in hryvnias and is equivalent to an amount in euros at the official exchange rate of the National Bank of Ukraine published at https://bank.gov.ua/ua/markets/exchangerates on the invoice date.

5.3. Payment for the Services must specify the invoice number, the User's name and their EDRPOU code (Unified State Register of Enterprises and Organisations of Ukraine) or RNOKPP (taxpayer registration number) in the payment reference. Any funds received into the Operator's bank account with a payment reference matching the invoice number, the User's name and their EDRPOU code or RNOKPP are treated as funds paid by the User for the purposes of this Agreement.

5.4. The Operator's proper provision of qualified trust services for obtaining a SimplySign mobile electronic signature for a reporting month is confirmed by the Parties signing certificates of services rendered (hereinafter referred to as the Certificate), which the Operator prepares on the last day of the reporting month. The Operator's proper provision of Access to the software product in the form of the Vchasno Sign online service, within the signing limit paid for by the User, is confirmed by the Parties signing a Certificate dated the day the Activation Code is provided to the User. The Operator prepares Certificates as electronic documents and sends them to the User for signing by the 15th day of the month following the month in which the Services were provided or the Activation Code was issued.

5.5. The User must accept the Services provided and sign the Certificate within 3 (three) business days of receiving it from the Operator. If the User has objections to the Certificate and/or the Services, including their non-compliance with this Agreement, Service malfunctions, or any identified deficiencies, discrepancies, errors or other objections, the User must, within the same 3 (three) business days, provide the Operator with a refusal to accept the Services and sign the Certificate, listing the identified deficiencies, discrepancies and objections and the deadlines for resolving them (hereinafter referred to as a Reasoned Refusal).

5.6. If the User does not provide the Operator with a Certificate signed by the User or a Reasoned Refusal within the period specified in clause 5.5 of the Agreement, the Services provided are deemed to have been accepted by the User.

5.7. The Service Operator may revise the Tariff terms and the technical parameters of Documents. Such changes take effect upon publication of the updated version at the address specified in clause 5.1 of the Agreement, unless another effective date is additionally specified. Updated technical parameters do not apply to Documents generated before the date those changes are introduced.

5.8. If the User disagrees with a revised Tariff, they may withdraw from the Agreement by notifying the Service Operator in writing or by means of telecommunications. If no notice of withdrawal is received, the User is deemed to agree to the new Tariff.

5.9. The User accepts the Offer and enters into the Agreement by making advance payment for the Services.

6. Term of the Offer and changes to its terms

6.1. The Offer takes effect upon its publication on the Internet at https://sign.vchasno.ua/public-offer and remains valid until the Operator withdraws the Offer.

6.2. The Operator reserves the right to amend the terms of the Offer and/or withdraw the Offer at any time at its sole discretion. If the Operator amends the Offer, those amendments take effect when the amended text of the Offer is published on the website at the address specified in clause 6.1 of the Agreement, unless another effective date is additionally specified upon publication.

7. Term and termination of the Agreement

7.1. The Agreement takes effect when the User accepts the Offer and remains valid for the term determined by the Tariff selected by the User, but in any event until the Parties have fully performed their obligations under this Agreement.

7.2. The Agreement may be terminated early:

7.2.1. At any time by mutual agreement of the Parties;

7.2.2. At the initiative of either Party if the other Party breaches the terms of the Agreement, upon written notice to the other Party. In this case, the Agreement is deemed terminated when the Party in breach receives the relevant written notice from the other Party;

7.2.3. At the initiative of either Party, subject to written notice to the other Party 10 (ten) calendar days before the termination date;

7.2.4. On other grounds provided for in this Offer (Agreement).

8. Confidentiality

8.1. All information and documents obtained by the Parties under this Agreement are confidential and must not be disclosed to third parties.

8.2. By accepting the Offer and entering into the Agreement, the User consents to the transfer of their documents and personal data to a European qualified trust service provider (QTSP) for verification and QES issuance as a result of obtaining qualified trust services for a SimplySign mobile electronic signature.

8.3. Mandatory disclosure of information at the request of authorised state bodies, law enforcement agencies or a court is carried out exclusively on the basis of a court order or judgment.

8.4. Disclosure restrictions do not apply to information that has become publicly known through no fault of the Party.

9. Personal data

9.1. The Privacy and Personal Data Processing Policy governs the processing of personal data in accordance with Ukrainian legislation and Regulation (EU) 2016/679 (GDPR). By accepting the Offer, the User confirms that they have read the Policy and consents to the processing of their data.

9.2. For the provision of the QES issuance Service, the User consents to the transfer of their personal data and documents to the European trust service provider Asseco Data Systems S.A. (Certum).

9.3. The full scope of personal data, the list of third parties involved, and the procedure for deleting personal data and uploaded electronic documents are determined by the Service's Privacy Policy.

10. Liability

10.1. For breaches of this Agreement, the Parties bear liability as established by the Agreement and applicable Ukrainian legislation.

10.2. The User bears full responsibility for their actions when using the Service.

10.3. When obtaining the QES issuance Service, the User bears full responsibility for the accuracy of the documents and information supplied for Identification, verification and QES issuance by the European trust service provider Asseco Data Systems S.A. (Certum).

10.4. The Operator is not liable for Asseco Data Systems S.A. (Certum) refusing to issue a QES if the User provides inaccurate data or an incomplete set of documents, or fails to meet identity verification requirements.

10.5. The Operator is not liable for the content of documents signed by the User or the legal consequences of entering into them.

11. Dispute resolution

11.1. The Parties resolve all disputes and disagreements relating to the Offer (Agreement) through negotiations.

11.2. If a dispute cannot be resolved through negotiations, it is resolved in court.

12. Force majeure

12.1. The Parties are released from liability for partial or complete failure to perform, or improper performance of, their obligations under this Agreement if such failure or improper performance results from force majeure,

meaning extraordinary and unavoidable circumstances that the Parties could neither foresee nor prevent. These include fires, floods, earthquakes, strikes, mass disturbances, rebellions, wars, actions of state authorities and other circumstances that make it impossible for the Parties to perform their obligations under the Agreement, provided that those circumstances directly affect the performance of those obligations.

12.2. If force majeure circumstances arise during the term of this Agreement, performance of obligations under the Agreement is postponed for the duration of those circumstances.

12.3. A Party unable to perform its obligations under the Agreement must notify the other Party in writing immediately, but no later than 3 (three) calendar days after the force majeure circumstances arise. The same applies when those circumstances end. Late notification of the onset of force majeure deprives the relevant Party of the right to subsequently rely on those circumstances as grounds for release from liability for complete or partial failure to perform, or improper performance of, its obligations under this Agreement. The occurrence of force majeure must be confirmed by a certificate from the relevant competent authority.

13. Operator details

VCHASNO SERVICE LIMITED LIABILITY COMPANY

Registered address: Office 604, Building 201–203, Block 4H, Kharkivske Shose Street, Kyiv, 02121, Ukraine

EDRPOU code: 41231992

Tax identification number: 412319926516

IBAN: UA463348510000000026000242077 at JSC PUMB

Current version of this document: https://sign.vchasno.ua/en/public-offer