

TERMS OF SERVICE

CVTrust SA, is registered in the Belgian Companies Register under number 0819.649.109 and its registered office is situated 231, avenue Louise (Silversquare) at 1050 Brussels (Belgium), support@cvtrust.com, (“Supplier”).

The present terms and conditions of service (“the Terms”) apply to any Services rendered by the Supplier.

1. Definitions

The following capitalized terms shall have the meaning as set forth herein:

Activation Period	Limited time period, chosen by the Client, during which the End-User may activate their Electronic Document(s).
Activation Invitation	An e-mail sent through the Platform to the End-User in order to activate and create the Electronic Document (when no previous account exists).
Activation Data	The data, including personal data, related to End-Users which a Client uploads to the Platform in order to create Electronic Documents.
Agreement	The agreement between the Parties regarding the terms and conditions applicable to the provision of Services, constituted by the present Terms, including any references to the Website as referred to in the Terms, and, if applicable, Offer.
Banner	An additional feature to the Services, which allows for the Client to use the space around the Electronic Documents to post messages or information online.
Client	Any entity or person that has contracted the Services.
Client Materials	documents, drawings, plans, designs, models, data, documentation, texts, software, source code, object code, databases or other materials provided by the Client.
Confidential Information	Any data, information, know-how, documentation, or other materials in whatever form exchanged in the framework of the Agreement, which is relevant to one of the Parties’ commercial or professional activities, customers, products, developments, processes or any other materials which by their nature should reasonably be handled as being confidential.
Credits	Service credits purchased and used by a Client to effectuate individual grants of Electronic Document(s) to End-users or for carrying-out other purchase orders on the Platform.
Data Protection Laws and Regulations	GDPR, the 2002/58/EC Directive on Privacy and electronic communications, any further EU legislative acts that may repeal, amend, or otherwise complement the aforementioned acts, as well as – as may be applicable into account territorial applicability/competence - any implementing or national legislation or governmental regulations, relative to the foregoing EU acts or to data protection in general.
Electronic Document	The electronic version of a physical document or an original electronic version of a document issued by the Client to the End-User through the Services.
End-User	Any person to which the Client has granted an Electronic Document.
Trial Period	The limited period of time for which the Client is granted access to the Services and Platform for evaluation purposes only, as set out in clause 4.
Force Majeure	Any event beyond the reasonable control of the Supplier that affects the execution of its obligations under the Agreement, including but not limited to natural disasters, riots, war and military operations, national or local emergencies, actions or omissions of the government, economic disputes of whatever nature, actions of employees, fire, flooding, lightning strikes, explosions, collapses, as well as any action or omission of a person or entity beyond the reasonable control of the Supplier.
GDPR	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)
Intellectual Property	Any copyrights, including copyrights on software, all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), sui-generis database rights, design rights, Confidential Information (including trade secrets and know-how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific or artistic fields including rights in, or related to, all discoveries, improvements, new concepts and ideas and any similar right recognized from time to time in any jurisdiction.
Offer	The commercial offer, made by the Supplier to the Client, regarding the performance of Services, under a personalized Enterprise Service model Agreement.
Party or Parties	Respectively, either individually the Client or the Supplier, or both collectively.
Platform	Refers to the proprietary software portal through which the Supplier provides Services to the Client to issue and manage Electronic Documents.
End-User Account Data	All data, including personal data, related to End-Users, required or used in relation to the creation of an End-User Account, such as of the full name and e-mail address.
End-User Account	A personal account for End-Users to access and manage their Electronic Documents on the Platform. To create an End-User Account, the End-User must accept the Supplier terms and conditions applicable to End-users.
Services	All the services the Supplier provides to the Client, including access to its proprietary software and Platform, which allows the Client to design and issue, Electronic Documents to End-Users.
Supplier	CVTrust SA, a Belgian registered company under number 0819.649.109 and its registered office is situated 231, avenue Louise (Silversquare) at 1050 Brussels (Belgium), support@cvtrust.com .
Template	A model of an Electronic Document used to grant a particular type of Document.
Terms	Refers to the present terms and conditions of service, which apply between the Client and the Supplier.
Client Account	The Client's user accounts on the Platform. At least one administrator account will have full privileges, for the use of Services and the management of Electronic Documents. Other Client accounts on the Platform, may have limited privileges, for the use of Services and management of Electronic Documents.
Website	The Supplier's internet website, accessible at the address www.smartcertificate.com .

2. Agreement between the Parties and the Application of the Terms

- 2.1. By registering for the Services agrees to be bound by these Terms. The Parties have agreed, in full knowledge and understanding of the circumstances and consequences, taking into account the nature of the Services, to the following Terms and deem that all Terms are fair and represent the Parties' intentions. These Terms apply to the exclusion of any other terms and conditions that the Client may seek to impose or incorporate, or which are implied by law, trade custom, practice or otherwise.
- 2.2. The Supplier reserves the right to modify the present Terms for the conclusion of any future orders. The new Terms once notified to the Client shall apply to all future orders. If the Client does not agree with the new Terms, then they must refrain from using the Platform and ordering credits.

With regard to on-going orders, the Supplier may modify the Terms in the event of a change of legislation, or as may be required to adapt to the evolving nature of technology. With regard to on-going orders, in the event of any modification of the present Terms, the Client shall be notified of the new Terms. The Client will have fifteen (15) business days to contest the application of the new, updated Terms. In absence of any objection, the new Terms shall be deemed accepted. The Client shall not unreasonably withhold its acceptance. All objections must be duly motivated.

In the event of an objection, the Parties shall negotiate an alternative in good faith. In absence of an agreement on the new Terms, the previous Terms shall continue to apply, however the Supplier can immediately terminate the Services once the Client has used all Credits.

- 2.3. There are two types of available Service models: Professional and Enterprise.
 - The Professional Service model is a ‘pay as you go approach’, where the Client must buy credits to issue Electronic Documents. The Professional Service model is the default Service model.
 - The Enterprise Service model is a personalized contract made available on the basis of a yearly licensing fee for customized approaches. For such a contract, the Client must contact the Supplier to receive a personalized Offer.
- 2.4. The entire agreement between the Parties regarding the Services shall be constituted of the Offer (if applicable), and these Terms, including any references to the Website as referred to in the Terms. The Offer shall take precedence on the latter.
- 2.5. Any modifications to the terms and conditions of the Agreement, except for any modification to the Website descriptions, must be made in compliance with the present Terms as provided for above or made in writing and signed by the Parties.

3. The Supplier Services

- 3.1. The Supplier provides a software application (the Platform) and its accessory services, for the purposes of the creation, grant, and management of Electronic Documents to End-Users. Accessory Services include Service analytics on performance, such as Electronic Document conversion and download rates.
- 3.2. The Supplier guarantees the integrity of the Electronic Document, the authentication of the Client (i.e., that the Electronic Document was granted by the Client), and the validity of the Electronic Document.
- 3.3. The Supplier may make unilateral additions, feature adjustments to Services or other non-substantial modifications to the Platform and Services. The Client acknowledges that as an IT service the Platform and Service shall evolve and be updated overtime.

4. Trial Period

- 4.1. The Supplier may, at its sole discretion, offer the Client a limited free trial of some or all of the Services exclusively for evaluation purposes (Trial Period). Such Trial Period shall be limited to the duration shown on the Website. Only one Trial Period is permitted per Client.
- 4.2. During the Trial Period, the Supplier shall provide the Services to the Client, subject to the Terms.
- 4.3. The Client undertakes to only use the Platform for the purpose of evaluating the Services for future use during the Trial Period.
- 4.4. During the Trial Period a limited number of Credits, as shown on the Website, will be made available to the Client and the Client can only issue Electronic Documents of a maximum 1.5 MB. The Client acknowledges that a watermark (indicating ‘Specimen’ or other) will be added to all Electronic Documents granted During the Trial Period.
- 4.5. At the expiration of the Trial Period, the Client will still have access to their Client Account but can only issue Electronic Documents by purchasing credits under the Professional Service model.
- 4.6. The Client may at any point during the Trial Period purchase Credits under the Professional Service model.

5. Client Registration

- 5.1. To benefit from the Services the Client must register for Services through the Website following the necessary instructions. The Client shall be requested to provide a contact person.
- 5.2. The Client and contact person shall be subject to a verification and validation procedure so as to ensure the authentication of the Client.
- 5.3. The Supplier may request any documentation, information or other means of proof to substantiate the authenticity of the Client and contact person. The Client is required to provide any elements requested by the Supplier for authentication purposes. If the Client cannot provide the documentation requested or if

the information or documentation provided is found to be false or cannot be verified by the Supplier, the Supplier reserves the right to immediately cease the registration process.

- 5.4. The Supplier reserves the right to refuse access to or suspend the registration process and Services for any inconsistencies or suspicions of fraud in relation to the authentication of the Client.
- 5.5. The Supplier must be informed immediately in writing of any change in the name or address of the Client's legal identity (including legal form or address), or any change to the contact person or other representatives with Client Accounts.

6. Client Accounts

- 6.1. The Client can create different user profiles for its Client Accounts. At least one master account – the administrator Client Account- shall have full powers and all authorizations on the Platform with regard to the administration and management of Services on behalf of the Client, including for all invoicing purposes.
- 6.2. This administrator Client Account may create other Client Accounts for other members of the Client's personnel to use the Services and Platform. The Administrator Account may limit or otherwise determine the powers granted to each Client Account.
- 6.3. The Client is responsible for all acts carried out by the Client Accounts.

7. Electronic Communications between the Supplier and the Client

- 7.1. Any electronic communications between the Parties shall be considered as equivalent to written communications. The Parties accept and understand that most communications shall be through electronic means and the Parties accept such means as valid probatory elements, including any digital acceptance logs.

8. Document Templates

- 8.1. The Client can design and create Templates for Electronic Documents that it issues through the Platform, within the technical parameters of the Platform.
- 8.2. The Electronic Document shall also include features, chosen by the Supplier, that allow for the verification of the integrity, authenticity, and validity of the Electronic Document on the Platform.
- 8.3. The Client is exclusively liable for the design and content of the Electronic Document. The Client guarantees that it holds all the required rights to reproduce the names, signs, information, and graphic elements on the Electronic Document. It guarantees that the Electronic Document and its elements are not misleading and are loyal representations of the Client's activities.
- 8.4. The Supplier reserves the right to prohibit the use of any graphic elements, signs, elements, information, or content that the Client has not provided evidence of title, right or license to and to suspend a Client Account, without any compensation being due, while awaiting the necessary verifications.
- 8.5. The Client also guarantees that any signatures (manual or electronic), as well as the identity of the signatory of an Electronic Document, correspond to those of the competent persons within the Client organisation, who are authorised to make such representations.
- 8.6. The Client shall hold the Supplier harmless from any losses, costs, expenses, damages that the Supplier may suffer in connection with third party claims related to the Electronic Documents' design, content, signatories or any other feature, as was issued by the Client or included in the Templates it created.

9. Activation Data and Electronic Document Creation

- 9.1. The Client must provide the following minimum Activation Data in order to issue the Electronic Documents:

- a. the full name of the End-User;
- b. the End-User e-mail address.

All other information the Client may provide is on a purely voluntary basis. The Client represents and warrants that it has the necessary rights and legal grounds to use the Activation Data, as well as any other personal data processed in relation to the Electronic Documents. The Client represents and warrants that it has verified and controls the accuracy of the Activation Data.

- 9.2. Activation Data will be communicated to the Platform through the Client Accounts on the basis of the technical parameters provided through the Platform. Once the Activation Data have been correctly uploaded, they shall be encrypted, unless the End-User has an existent End-User Account, in which case the Client has an option (see fourth paragraph below).

The Activation Data shall remain encrypted until the End-User creates an End-User Account and activates the Electronic Document, whereupon the Activation Data shall be integrated into a Template to create the Electronic Document.

If the End-User does not create an End-User Account and does not accept the Activation Invitation, then the Activation Data shall be deleted at the expiration of the Activation Period.

If an End-User has an existent End-User Account, the Client can choose for the Activation Data to be automatically used and integrated into an Electronic Document made accessible in the End-User's existent End-User Account.

- 9.3. The Administrator or User Account must send an Activation Invitation to the End-Users in order for the End-Users to establish the Electronic Documents. The End-User must create an End-User Account when accepting the very first Activation Invitation they receive.

10. Activation Period

- 10.1. The Activation Invitation may be valid for a limited period of time, as set by the Client (Activation Period), in which case the End-User must create an End-User Account before the expiry date, otherwise the Activation Invitation shall expire, in which case the End-User will not be able to activate and access their Electronic Document.
- 10.2. The Client is responsible for setting the Activation Period. By default, a 50-year Activation Period shall apply. The minimum Activation Period is of thirty days. The Activation Period cannot be changed once the Activation Invitation has been sent to the End-User.
- 10.3. A Client may send a new Activation Invitation to an End-User, without consumption of additional credit, unless the Activation Period is expired, or the Electronic Document has been automatically granted.
- 10.4. Should an End-User wish to activate their Electronic Document after expiry of the Activation Period, the End-User must contact the Client directly to make their request, through independent means.

11. Erasure or revocation of the Electronic Documents

- 11.1. The Client can cancel the grant of an Electronic Document prior to its activation by an End-User. In which case, if the Electronic Document has not yet been activated by the End-User, then the initial activation link shall be terminated and shall return an error message.
- 11.2. The Client may annul or revoke an Electronic Document that has been activated by an End-User on the basis of the Client's internal regulations or any applicable relevant legislation. The Client shall only revoke the Electronic Document concurrently with any physical document (if applicable). The Client is solely liable for the issuance, annulment, and revocation of Electronic Documents and any ensuing consequences.

- 11.3. Once annulled or revoked the Electronic Document and any annexes shall no longer appear in the End-User Account. Any third-party's attempt to verify the integrity or validity of or authenticate the Electronic Document will return an error message.
- 11.4. The End-User shall be notified of the Client's decision and justification for revoking the Electronic Document.
- 11.5. The Client shall hold the Supplier harmless and indemnify it with regard to any claim, costs, damages, liabilities, losses or other expenses of any kind and character, as incurred by the Supplier, in connection with the Client's annulment or revocation of an End-User's Electronic Document.
- 11.6. An End-User can delete their End-User Account at any time through the Platform. This will erase all the Electronic Documents that have been issued, even if the Client remains a Service beneficiary.

12. Period of Validity

- 12.1. The Clients may choose to apply a Validity Period to their Electronic Documents. As a default, no Validity Period shall apply (i.e., indefinite validity).
- 12.2. If expired, an Electronic Document shall indicate an expired status or return an error message (as may be applicable).

13. Third-Party Consultation of the Electronic Document

- 13.1. The End-User can choose to make Electronic Documents publicly available for third parties to consult through their End-User Account or not. The hyperlink to the End-User's Account homepage will provide access to all Electronic Documents the End User has chosen to make public. The End-User is responsible for the dissemination of the hyperlink.
- 13.2. The URL of a specific Electronic Document provides access to said document. The End-User is responsible for controlling the publication of the hyperlink and the PDF form of the Electronic Document.
- 13.3. The Client retains the right to consult any Electronic Documents it has issued, notwithstanding it being held private by an End-User.

14. Credit Management

- 14.1. The Client can choose between two different Service models: Professional and Enterprise, as provided for on the Website. By default, when registering Clients are subject to the Professional Service model, which is a 'pay as you go' approach. The Client must buy credits to issue Electronic Documents. One Credit enables the issuance of one Electronic Document of maximum 1.5 MB.
- 14.2. Credits are consumed by the Client when an Electronic Document is issued or for any other chargeable purchase order.

So long as the End-User has not created an End-User Account to activate their Electronic Document and provided that the Activation Period has not expired, the Client can send a new Activation Invitation to the same or any other e-mail address, without further consumption of additional Credits.

- 14.3. To place an order to buy additional credits the Client must use the payment means provided on the Platform. The price per Credit varies depending on the volume purchased and is mentioned when making a purchase on the Platform.
- 14.4. To sign-up for the Enterprise Service model, the Client must contact the Supplier at support@cvtrust.com and request a personalized Offer. Pricing and applicable invoicing conditions shall be provided for in the Offer.
- 14.5. Any credit orders are final once confirmed through the authorized payment means and are not subject to reimbursement.

15. Termination and Account Suspension

- 15.1. The Agreement is entered into for an indefinite duration for so long as the Client uses the Services and purchases credits, and where applicable in accordance with the modalities in the Offer.
- 15.2. The Client can terminate the Services for convenience at any time, by giving two months written notice (including by registered letter, fax or e-mail with acknowledgement of receipt) to the Supplier, any fees provided for under the Offer shall remain due and accrued to the Supplier and any unused credits shall not be reimbursed.

Only administrator Client Accounts can request deregistration and termination of Services. This termination can be done at any time by sending an e-mail request to the address support@cvtrust.com. This shall entail the termination of all Services, as well as all Client Accounts. The account termination is done manually by the Supplier and may take a few days. The Client understands that, in the case of termination, any outstanding Credits shall not be reimbursed. The same applies to unlimited subscriptions that are terminated before their contract term.

- 15.3. The Supplier can terminate the Services by giving 3 months' notice and, under the Professional Service model, once the Client has consumed all credits or, under the Enterprise Service model, at the end of the yearly licensing term under a personalized Offer.
- 15.4. The Supplier can erase any Client Accounts, including Credits, that have remained unused (i.e., without any activity) for a period of 10 years as from the last date of connection.
- 15.5. The Parties can terminate the Agreement, at any time with immediate effect, without the prior intervention of a court and without indemnity, upon notice by any written means of communication (including by registered letter, fax or e-mail with acknowledgement of receipt) in the event of material breach by the other Party of its obligations under the Agreement, either i) immediately, if the breach is not curable, or in the case of fraud, impersonation, or other malicious or illicit activity or ii) if the breach is curable, after the other Party fails to cure such breach within thirty (30) days of receiving written notice to that effect.
- 15.6. The Supplier can suspend any Client Account, without prior notice and without any indemnity being due, should it suspect any fraud, violation of the Agreement, malicious activity or other illicit activity. Under no circumstances shall the deactivation or the suspension of a Client Account give rise to any damages or compensation to be paid to the Client by the Supplier.
- 15.7. The termination of the Agreement by the Client or due to the Client's illicit behaviour under sections 15.2 and 15.4. shall be without prejudice to any amounts due under the Agreement for Services provided by Supplier. All fees due to the Supplier under an Offer shall remain due and accrued to the Supplier, without the possibility of reimbursement. Unused Credits shall not be reimbursed.

16. Consequences of Termination

- 16.1. Upon termination of Services, for whatever cause, any Client Account related data and access thereto shall be deleted and terminated, this shall not impact:
 - Electronic Documents that have been activated by an End-User, where the End-User has created an End-User Account, which shall remain active and available to End-Users.
 - Electronic Documents that are subject to an Activation Period shall remain available for activation till the end of the aforementioned period.

17. Banners and additional service features

- 17.1. The Client can purchase additional Service features made available on the Platform, subject to the terms and price applicable upon ordering as provided for on the Platform.
- 17.2. One such additional feature is the creation of informational Banners to appear surrounding Electronic Documents issued by the Client. The Banners will be visible to any person accessing the Electronic Document.
- The Supplier reserves the right to withdraw any Banner that would be considered inappropriate, lack any connection with the Client's activities, or that would otherwise violate third parties' rights or public order and decency.
- 17.3. The Client represents and warrants that it is legally entitled to use all, signs, information and any graphic or other elements contained in the Banners, and that it has obtained all necessary consents and licenses as may apply to respect third party or End-User rights in relation to the use of the Banners. The Client shall be solely liable for Banner use and any content therein. The Client expressly waives any recourse with regard to the Supplier for any liability regarding the Banners, including any violation of third-party rights.
- 17.4. The Client shall hold harmless and indemnify the Supplier with regard to any claims, expenses, costs, damages, or any liabilities incurred by the Supplier in relation to any claims brought by third parties (including End-Users) connected to the Banners.

18. The Clients' Obligations

- 18.1. In the performance of the Agreement, the Client undertakes to respect the applicable laws and the Agreement and not to infringe any third-party rights.
- 18.2. The Client undertakes:
- To respect Supplier's Intellectual Property rights and not reverse engineer, decompile, discover the source code or otherwise attempt to interfere with the Supplier's Intellectual Property rights;
 - To ensure that the terms of its purchase are complete and accurate;
 - To use the Platform and Services in a reasonable, honest, and loyal manner for its intended purposes only and not subvert any features;
 - To only communicate loyal, accurate, and reliable information and to regularly update it;
 - To only disclose and use any personal data in conformity with data protection laws;
 - To only disclose information the Client is legally authorized to disclose without violating any third-party rights or applicable legislation;
 - To keep all account access information, including passwords, confidential;
 - Not to communicate, promote, or distribute, in any form or nature whatsoever, content or links that violate or harms third party rights, is defamatory, injurious, threatening, obscene, offensive, hateful or of a violent nature, or which incites violence, or which is of a political, racist, xenophobic, pornographic nature, or any content which in general can reasonably considered contrary to public order and good mores;
 - Not to communicate or promote content in breach of criminal law, in particular child pornography, paedophilia, debauchery, racism, xenophobia, publicity for offers of services of a sexual nature, the sale of drugs, etc;
 - Not to communicate content or use the Platform in any manner that may infringe third party intellectual property rights or related interests;
 - Not to send any commercial, promotional, or other chain e-mail or spam messages to End-Users through the Platform;
 - Not to promote third party services that directly compete with the Services;
 - To cooperate with the Supplier in all matters relating to the Services;
 - To behave in good faith, honestly, and loyally towards the Supplier, other End-Users, and any other users;

- Not to knowingly post transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, mass messages, “*deep link*”, “*page-scrape*”, “*robot*”, “*spider*” or any other means, program, method, algorithm, or other similar harmful software that could interfere with the functioning of the Site (“Malicious Software”) in relation to the Website and Services.
- 18.3. In the event of the Client’s violation of any of the obligations above or of the Terms, the Supplier reserves the right to immediately deactivate the Client Account, prohibit access to and subsequent registration on the Website, and to claim compensation for damages suffered.
- 18.4. The Client will duly and without delay report any incident related to the Services and any technical or operational adaption made that may affect the provision of the Services by the Supplier.
- 18.5. The Client shall be liable for all activity conducted by any Client Account. The Client shall ensure that all Client Accounts respect the Agreement and meet the obligations set out herein.

19. The Client’s Representations and Warranties

- 19.1. The Client represents and warrants that it is authorised to issue the Electronic Documents and endow any titles or accreditations they may grant or recognize.
- 19.2. The Client represents and warrants that it is authorised and holds the required rights to use the company names, signs, any logos, or any other content it provides, or uses in relation to the Platform.

20. The Supplier’s Representations and Warranties

- 20.1. The Supplier’s undertakings set forth in the present Agreement are obligations of means. The Supplier warrants that the Services will be provided using reasonable care and skill.
- 20.2. The Supplier represents and warrants that it holds the necessary rights to provide Services and operate the Platform.
- 20.3. The Supplier ensures that the Services shall function substantially in accordance with the description provided on the Website and as provided for in the Agreement.
- 20.4. The Supplier is not responsible nor liable for any Service defect, Service interruptions, or other disturbances related to the hosting of data and/or the provision of electronic communications services, which the Supplier procures from a third-party provider.
- 20.5. The Supplier shall ensure a 98% availability rate of the Services. However, Supplier cannot be held liable for any Service availability interruptions due to the fault or interruptions of third-party service providers (such as a hosting providers) or for reasons of Force Majeure. The Client understands that technical errors can occur, and that the Supplier will provide its best efforts to remedy any Service availability interruptions.
- 20.6. The Supplier may temporarily interrupt or suspend access to the Platform and/or Services for reasons of maintenance, updates, technical improvements, development to the Platform and Services, or other reasonable interventions to safeguard or improve the functioning for the Platform and Services. Maintenance, updates or any other type of intervention on the Platform and Services shall be planned to occur outside of normal business hours CET, except for any urgent or security-based interventions, which shall be immediate at any time of day.

21. Liability

- 21.1. The Supplier shall only be liable, regarding any type of liability (contractual, tort or otherwise), over the entire contractual relationship, for any direct damages resulting from its gross negligence or gross breach (*faute lourde*), limited to the amount equal to the fees paid by the Client in the previous twelve (12) months to the event giving rise to liability.

- 21.2. Any claims made by the Client must be introduced within the shortest of the two time periods: within 6 months of becoming aware of the prejudicial event or when they ought to have become aware of the event or within 6 months of having grounds to make the claim. Unless the Client notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Client shall have no liability for that event. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 21.3. The Supplier shall not be liable, in any event and for any type of liability, for any indirect damages, such as loss of profits, loss of sales or business, loss of investments, loss of or damage to goodwill, or reputational damages, loss of use or corruption of software, other data or information not stored on the Platform and any indirect or consequential loss the Client may suffer as a result of the Supplier's violation of the Agreement or any other event triggering its liability.
- 21.4. Any visitors to the Website Clients, End-Users, or any third parties, are responsible for conducting their own due diligence and their use and application of any information, including any business decisions or assessments made in relation thereto.
- 21.5. The Supplier may communicate any information, including the Client's Confidential Information or an End-user's personal data, at the request of any Governmental authorities. The Supplier cannot be held liable for any damages the Client or End-User may suffer as a result of the communication information to the authorities.
- 21.6. The Website and Platform may include hyperlinks to third party websites, sources or services. The Supplier does not control these external sources and may not be held responsible for any content, products or services they offer.
- 21.7. The Supplier will not be held responsible for the content of information transferred, stored or otherwise processed by the Client or by any third party using the Services. The Client shall hold harmless and indemnify the Supplier with regard to any losses, paid compensation, damages or other expenses suffered by the Supplier in relation to third-party claims connected to the Client's data uploaded to the Platform or the Client's use of the Platform in any manner contrary to the Agreement.
- 21.8. In the event of fraud, impersonation, malicious activity or other illicit activity related to the Services carried out by the Client, the Supplier reserves the right to remove, cancel, revoke and/or erase all the Electronic Documents issued by the Client and any data provided by the Client on Platform. This removal or erasure is complete and shall affect the Client's Administrator and User Accounts and related End-User Accounts, without any damages or other compensation of any kind being due to the Client or End-User.
- The Client shall hold harmless and indemnify the Supplier with regard to any losses, paid compensation, damages or other expenses suffered by the Supplier in relation to third-party claims connected to the Client's fraud, impersonation, malicious activity or other illicit activity related to the issuance of Electronic Documents.
- 21.9. The Supplier shall not be liable for any delays or shortcomings in relation to the performance of its obligations under the Agreement, if caused by Force Majeure or supplier default.

22. Intellectual Property

- 22.1. The interface, logos, graphic elements, photographs, animations, videos, text, and any other content provided through the Website, Services, or Platform, as well as all Intellectual Property attached thereto are owned by or licensed to the Supplier and may not be used in any manner without its express authorisation.
- 22.2. All Intellectual Property rights vested in the Platform and Services belong exclusively to the Supplier. For the avoidance of doubt, the Supplier is the proprietor of all databases, including Intellectual Property rights vested therein, connected to the use of Services.

The Client and End-Users are granted a limited, personal non-exclusive, non-transferable, non-sublicensable, world-wide, license to use Platform and Services as necessary for their intended purpose

in accordance with the present Terms, for the duration of the Agreement. This license includes the right to benefit from the use of the Supplier's invention under the US Patent 9,112, 730 (B2), entitled Centralized Method for Certifying Credentials, in accordance with the Agreement.

- 22.3. The Supplier shall be the sole owner of any Intellectual Property rights that arise or are developed in the course of the performance of the Services, except with regard to any copyrights over the Electronic Documents which have been designed and created by the Client, which shall belong to the Client. The Client grants a perpetual, royalty free, world-wide license to said Client copyrights to the Supplier.
- 22.4. The Client is prohibited from modifying, copying, reproducing, downloading, reverse engineering, discovering the source code, transmitting, decompiling and compiling, exploiting commercially or otherwise distributing in any manner, the Website, Platform, Services, or any other software and/or Intellectual Property attached thereto. The Client is also prohibited from renting, leasing, reselling, distributing, using the Services for other commercial purposes not contemplated or otherwise exploiting the Services in any unauthorized manner, as well as removing or altering any proprietary notices of the Services or engaging in any activity that interferes with or disrupts the Services.
- 22.5. With a view to enabling the provision of Services, Supplier acknowledges that Client may provide Supplier with Client Materials. As the case may be, the Client hereby grants Supplier a non-exclusive licence to use such Client Materials for the purpose of the provision of the Services and the performance of the Agreement.

23. Confidential Information

- 23.1. Confidential Information shall not be disclosed, without prior written consent of the Party that has provided the information. Each Party shall take all the necessary measures to ensure the confidentiality of Confidential Information (including by its members of staff or subcontractors) during the entire duration of the Agreement and till the Confidential Information becomes public, and for the least a period 5 years as from termination of Services.
- 23.2. Is not considered to constitute Confidential Information:
 - i) The existence of the Agreement;
 - ii) Information that is part of the public domain, without intervention or fault of the Party that received it, in particular without violation of the present Agreement;
 - iii) Information legally obtained from a third-party that is not bound to any obligation of confidentiality or legal reserve;
 - iv) Information that must be released by one of the Parties as part of a dispute settlement or an arbitration or judicial procedure or in accordance with a law, decree or regulation from a governmental authority;
 - v) Information known by one of the Parties before its transmission in the context of the Agreement or that has been developed or discovered entirely independently by a Party, provided this can be demonstrated by the Party that invokes this argument; and
 - vi) Any Electronic Document or any information shared by or made publicly accessible by or upon request of an End-User.
- 23.3. The Parties shall not use Confidential Information for any other purposes than for the performance of the Agreement.

The Supplier may share Confidential Information with third parties to the extent necessary to perform the Services and meet its obligations under the Agreement or to fulfil the terms and conditions concluded with End-Users, or otherwise to safeguard its rights or ensure the defence of any legal claims.

24. Miscellaneous

- 24.1. If any provision of the Agreement is deemed unlawful, void or unenforceable, then that provision is deemed severable from the Agreement and the remaining provisions are still valid and enforceable. The Parties shall negotiate a replacement clause in line with the original intent of and as close as possible to the provision deemed unenforceable.

- 24.2. The failure of the Supplier to enforce any right or provision of the Agreement will not be construed as a waiver, any waiver of rights must be done in writing.
- 24.3. The titles and headings of the sections are for convenience only and shall not affect the interpretation of any provision of the Agreement. The use of the term ‘including’ shall not be read as limitative but merely illustrative.
- 24.4. Any provisions of the Agreement, which the Parties clearly intended to survive the termination of the Services, shall continue to apply, such as for example, any Intellectual Property provisions and liability or indemnity clauses.
- 24.5. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of Belgium, excluding any conflict of law provisions.
- 24.6. Any disputes arising out of or in relation with this Agreement shall be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with those Rules.

The arbitral tribunal shall be composed of one or three arbitrators, depending on the value of the claim. For claims of under 250.000 EUR, one arbitrator shall be appointed and for all claims exceeding said threshold, three arbitrators shall be appointed.

The seat of the arbitration shall be Brussels. The arbitration shall be conducted in the English language. The laws of Belgium, excluding any conflict of laws provisions, shall be applicable.

- 24.7. Any conflict that may arise shall first be subject to an amicable resolution, except for uncontested invoices, only to the extent that the Parties are not able to resolve their difference amicably, can the Parties resort to an arbitration procedure.

PERSONAL DATA PROCESSING PROVISIONS

Words and expressions used hereinunder but not defined shall have the meanings given to such words and expressions in GDPR.

25. Data Processing Purposes

- 25.1. The Client is the controller of Activation Data for the issuance, annulment, and revocation of Electronic Documents.
- 25.2. The Supplier shall process personal data on behalf of the Client as processor for the performance of the Services related to the issuance, annulment, and revocation of Electronic Documents (the “purposes”), in compliance with the Agreement.

The Supplier shall process personal data as reasonably necessary for the performance of the above cited purposes for the duration of the Agreement.

- 25.3. Client recognizes that the Supplier anonymizes personal data to be used for research and development purposes, the improvement of Services, and Service analytics. The Client understands that they benefit from these activities and that the Service analytics are part of the accessory Services offered to Clients.
- 25.4. These Terms and Agreement set out the Client’s instructions for personal data processing activities regarding Activation Data for the Purposes. The Client shall provide any other specific processing instructions in writing to Supplier, labelled as such.

When acting as a processor, the Supplier shall only process personal data on documented instructions from the Client, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by applicable law to which the Supplier is subject; in such case, the Supplier shall inform the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

26. Description of the Processing Operations

26.1. The Supplier will process, use, modify, collect and store personal data on behalf of the Client with regard to Activation Data for the processing purposes.

However, the Supplier shall be controller in relation to End-User Account Data once the End-User has created an End-User Account with regard to, in particular, the following processing activities and purposes: End-User Account administration and the lifecycle management of the Electronic Certificate (see section 31).

26.2. The subject matter of the processing activities carried out by the Supplier on behalf of the Client are described as follows:

- a) categories of Personal Data:
 - i. Identification data
 - Full name
 - E-mail address
 - Other elements provided by the Client. The Client may provide further identification and contact related information on a voluntary basis, such as: birthdate or any other type of personal data related to the Client's grant of Electronic Documents.
 - i. Professional/educational qualifications or trainings:
 - Qualification or experience linked to the Document
- b) categories of data subjects: End-Users
- c) the nature and purpose of the processing: All personal data processing is linked to the use of the Services through the Platform, and includes:
 - personal data transmission, storing, encryption;
 - Electronic Document creation.
 -

27. The Client's Obligations

27.1. The Client shall abide by Data Protection Laws and Regulations.

27.2. The Client acknowledges that with respect to personal data provided to the Supplier pursuant to these Terms, it shall comply with the following obligations:

- 27.2.1. Limit access to the personal data to only those employees, personnel, or other agents working on behalf of the Client, as may be required to fulfil the purposes of processing;
- 27.2.2. establish a procedure for the exercise of the rights of the individuals whose personal data are collected;
- 27.2.3. only process data in manner that strictly respects the general principles of personal data processing, in particular ensuring that such data is relevant and proportionate to the respective uses;
- 27.2.4. process and collect all personal data in a valid and lawful manner, in accordance with the legal grounds prescribed by Data Protection Laws and Regulations, in particular obtaining the necessary consents when required, for example when conducting direct marketing;
- 27.2.5. meet all transparency obligations, in particular relative to the notification of the necessary informational elements to data subjects. The Client shall demonstrate compliance with the transparency obligations by providing documentation to that effect upon the Supplier's request.
- 27.2.6. implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in accordance with the requirements of applicable Data Protection Laws

and Regulations, as well as with industry standard. The technical, organizational, and confidentiality measures implemented shall be suitable for protecting the personal data against any accidental or unlawful destruction, accidental loss, alteration, unauthorized or unlawful disclosure or access; and

- 27.2.7. take reasonable steps to ensure compliance with the provisions of the applicable Data Protection Laws and Regulations, these Terms by its personnel and by any person accessing or using personal data on its behalf.

28. The Supplier's Obligations as Processor

28.1. The Supplier undertakes to comply with all applicable Data Protection Laws and Regulations and process the Personal Data with due care and in accordance with the good data processing practice and high professional standards.

28.2. Regarding personal data the Supplier processes on behalf of the Client (i.e. the Activation Data processed for the Purposes), as processor, it shall:

28.2.1. process the Personal Data solely in compliance with this Agreement and based on the Client's documented instructions in accordance with section 25.3. Should the Supplier deem that any instructions received from the Client are contrary to Data Protection Laws and Regulations, the Supplier shall immediately notify the Client of its position. Upon justifying its position, the Supplier has the right not to comply with instructions which it deems to be contrary to Data Protection Laws and Regulations. The Supplier cannot be held liable for any contractual breach under the Agreement or otherwise in connection with the non-compliance with said instructions.

28.2.2. taking into account the nature of the processing, assist the Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject's rights under applicable data protection legislation and, in particular, inform the Client without undue delay of any requests to exercise data processing rights it should receive directly from data subjects (in accordance with section 31). The Supplier shall remain responsible for the management of any data subject requests linked to End-User Account Data and/or processing activities for which it is deemed controller;

28.2.3. assist the Client in ensuring compliance with the obligations under applicable Data Protection Laws and Regulations in relation to security of processing, the notification of any breach of Personal Data to supervisory authorities and data subjects where relevant, the carrying out of data protection impact assessments where required, and the prior consultation of the supervisory authority. In this respect Supplier shall complete any reasonable documentation requested by the Client for the purposes of demonstrating compliance;

28.2.4. furnish best efforts to notify the Client (by email or other means of communication) of a personal data breach, within 24-48hrs after having become aware of it, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;

28.2.5. ensure that only those persons strictly necessary to performing the Services and Agreement, acting under the authority of the Supplier, have access to the Personal Data and are subject to the necessary confidentiality obligations.

28.2.6. make available to the Client, upon its specific and reasonable request – at a maximum once a year-, information and documentation necessary to demonstrate compliance with its obligations as a processor herein set out and allow for and contribute to audits in this respect, at a maximum of once every three years, including inspections conducted by the Client or another auditor mandated by the Client that was been agreed to by the Supplier;

28.2.7. when processing personal data outside of the EEA and to the extent necessary, take all reasonable steps to implement one of the mechanisms foreseen under the applicable Data Protection Laws and Regulations to ensure an adequate level of protection for Personal Data processing activities.

- 28.3. Audit and inspection costs, as well as any other expenses for compliance with the Client requests shall be borne by the Client and shall not disrupt the Supplier's business activities. The Supplier shall bear reasonable costs of an audit should any significant GDPR violations be detected.

29. Security Measures

- 29.1. The Supplier has implemented appropriate technical and organizational measures, on par with industry standards, as provided in Annex 1 to ensure a level of security appropriate to the particular risks that are presented by personal data processing activities described in section 26, in particular protecting personal data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed by the Supplier.
- 29.2. These technical and organizational measures shall be kept up to date and on par with industry standards. It is understood by the Parties that the Supplier shall continuously review, revise, add to, and/or improve its security practices.

30. Sub-Processors

- 30.1. This provision on sub-processors applies solely to any personal data the Supplier processes on behalf of the Client as processor and not as an independent controller.
- 30.2. The Client expressly agrees that the Supplier is authorized to engage all sub-processors, including those provided in Annex 2. Any intended changes concerning the addition or replacement of sub-processors shall be notified to the Client or published on the Supplier Website. The Client can object to such changes, within 15 business days of publication or notice, by writing to support@cvtrust.com. All objections must be reasonably motivated. In such case, the Supplier will take reasonable steps to accommodate the Client, however in the case that a mutual agreement cannot be found, the Supplier can immediately terminate all Services without indemnification or further notice, notwithstanding any other provisions in the Agreement.
- 30.3. Where the Supplier engages a sub-processor for carrying out specific processing activities it performs on behalf of the Client, the Supplier shall impose on that sub-processor equivalent data protection obligations as set out herein, by way of a contract or other legal act under applicable law. Where that other sub-processor fails to fulfil its data protection obligations, the Supplier shall remain fully liable to the Client for the performance of that other sub-processor's obligations.

The Client recognizes that the Supplier may use sub-processors with whom it cannot negotiate any customized agreements and will have to accept the sub-processor's standard terms.

31. The Supplier as an Independent Controller

- 31.1. The Parties also recognize that the Supplier and the End-Users shall be in a direct contractual relationship once the End-Users have created an End-User Account and accepted the Supplier terms and conditions for End-User. The Supplier shall be considered an independent controller of End-User Account Data in particular with regard to End-User Account administration activities and the lifecycle management of Electronic Documents, including their retention over-time and their making available to third parties.
- 31.2. Once the End-User has created an End-User Account the Supplier shall be considered as an independent controller with respect to the End-User Account Data.
- 31.3. Both the Client and the Supplier shall notify to the data subject the data protection informational requirements under applicable Data Protection Laws and Regulation regarding their respective independent processing activities.
- 31.4. Any requests the Parties receive regarding End-User's personal data which the other Party is concerned by shall be notified to that other Party. For the avoidance of doubt, the Client will not be notified when an End-User chooses to erase their Account and to the extent that any request received concerns End-User Account Data and/or the processing activities for which the Supplier is considered controller, the Supplier shall have final say with regard to the End-User's request.

The Client shall remain controller and shall have final say with regard to any End-User requests related to the issuance and/or annulment of the (Electronic) Document.

32. Personal Data Storage and Erasure

- 32.1. Regarding personal data with regard to which the Supplier is acting as a processor, at the specific, written request of the Client, the Supplier shall delete the Activation Data at the termination of Services, except as may be necessary for the Supplier to keep by virtue of a legal obligation, for invoicing, or other evidentiary purposes and without prejudice to the Supplier's rights and obligations as an independent controller with regard to End-User Account Data and the processing activities for which it is controller..
- 32.2. The Clients recognizes that the Supplier shall continue to store and process all End-User Account Data, even after the Client has terminated the Agreement and is no longer a beneficiary of Services. End-User Account Data is processed on the basis of separate legal grounds and the Supplier terms and conditions accepted by the End-user for Profile administration and the lifecycle management of Electronic Documents (for more information consult the Supplier terms and conditions with End-Users).



Annex 1

Technical and Organizational Security Measures

SUPPLIER’S SECURITY MEASURES

Subcategory	Relevant Security Issue	THE SUPPLIER Implementation
Data Storage	Data storage	All data, including collected personal data, are stored on dedicated servers in the EU.
Data Storage	Data transmission	The Supplier uses Class 3 Extended Validation SSL Certificates. It uses a minimum of 256-bits SSL encryption, enabling strong encryption of any data communicated from and to the Supplier.
Data processing	Electronic Document integrity	Block-chain stamping are used to ensure the integrity of the Electronic Document
Data processing	Encryption	As long as the End-Users have not activated their Electronic Documents, any personal and other data related thereto are fully encrypted.
Data Retention	Personal data retention and erasure	Personal data shall only be processed as long as necessary in accordance with applicable regulation. Appropriate retention policy is in place.
Access Control Management	Implemented password policies, password controls Encryption / hashing of passwords	Strict password policy is implemented
Access Control Management	Immediate removal of access rights for users leaving the organization	Employee off-boarding procedures are in place to ensure employees' access rights are removed when leaving
Business Continuity Management	Backup policies and frequency	Supplier performs automatic daily snapshot backups of all systems and data.
Governance	Security awareness training program currently in place: topics and frequency	Data protection and IT security trainings and awareness program in place.
Incident Response Management	-Incident response procedures in place -Existence of a team with defined roles and responsibilities - Existence of communication procedures regarding security incidents such as data breaches -Notification timeframe regarding third parties	Defined data breach response plan and team

Annex 2

List of authorized Supplier Sub-processors

The following sub-processors are used in relation to activities for which the Supplier is considered a processor to the Client (i.e. for the purposes defined in section 25.1):

Name	Description and Function	What data we share	Processing countries / regions	Additional Safeguards
Combell SA	Hosting services, provision of dedicated services.	All personal data is located on dedicated servers	BE	None required
Netcure SRL	IT Security support services	Access to the platform and End-User data may be granted as necessary to ensure and implement a high level of IT security.	BE	None required
Globalsign Ltd No use/transfer of personal data for the basic platform services.	Only applicable in the case that the Client requests personalized certificates for e-signatures, transfer of the name of the client representative to set up the personalized tool.	Identification and contact information of the appointed Client representative	DE (back-up locations potentially: France, Japan, Singapore, and UK). Access from other countries may be necessary to handle (ad-hoc & urgent) customer service requests.	Where required standard Contractual Clauses/adequacy decision/other legally accepted mechanism
CRISP	Live chat application for customer assistance	Chat content, electronic identification (IP address, device type, etc.), and related information, contact information, etc.	EU	Where required standard Contractual Clauses/adequacy decision/other legally accepted mechanism
MicrosoftO365	Email correspondence with representatives – not linked to the platform as such	Email addresses, correspondence, contact or descriptive information in emails...	EU	Where required standard Contractual Clauses/adequacy decision/other legally accepted mechanism see https://docs.microsoft.com/en-us/microsoft-365/enterprise/eu-data-storage-locations?view=o365-worldwide

CVTrust uses other sub-processors for processing activities for which it is considered to be a controller.