

SignPlus Terms and Conditions

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Thanks for considering becoming our customer or you are already our customer. Our services are provided by KIBS AD Skopje ("KIBS"), located at bul. "Kuzman Josifovski Pitu" 1, 1000 Skopje, Republic of Macedonia.

By using our services, you are agreeing to these Terms and Conditions. Please read them carefully.

These Terms and Conditions ("Terms") apply for using SignPlus through sites www.signplus.mk, api.signplus.mk as the electronic service ("Service") for: (1) signing documents, (2) timestamping documents, (3) verifying timestamped documents, (4) secure delivery of documents between different parties ("Party" or "Parties"), and (5) archiving documents.

The Terms are an agreement between you as customer ("You" or "User" or "Customer") and KIBS as a Service Provider. By using, creating an account and/or by logging onto the Service, You accept the Terms. KIBS reserves the right to, without liability, at any time, amend, add or remove parts of these Terms. It is your own responsibility to be informed of any update of the Terms each time You use the Service. Your continued use of the Service after changes have been made in the Terms means that You accept those in.

1. Customer accounts

You are responsible for keeping the confidentiality of, and protecting your account information, including passwords. You are responsible for all activities on your account. You shall immediately notify KIBS on suspicion of unauthorized use or attempted unauthorized use of your account, or other security breach.

- e. Account Terms:** You will give KIBS accurate, current and complete information about yourself and your invoice/payment information. You shall update all account information following the procedures provided by the Service. If you don't have permission by KIBS, You are not authorized to use any automated device, algorithm, program, method, or any similar manual process, to access, acquire, copy, probe, load-test, index, manipulate, test or monitor any portion of the Service or any content. You may not in any way reproduce or circumvent the Service's structure or presentation, or to attempt to obtain any materials, documents or information through any means other than the infrastructure created and made available by KIBS, or its partners, to that end. You agree that You will not perform any action that exposes the Service's infrastructure, or subject any systems or networks that are part of or affiliated with the Service, to an excessive burden.
- f. Content used by User:** You will not use the Service for illegal purposes. This includes disrupting the Service, disseminating content that violates privacy, copyright or proprietary right of any third party, or using the Service for any purposes that are or may be perceived as illegal, obscene, abusive, libelous, threatening, vulgar or otherwise reprehensible. KIBS has the right to, at any time, delete, reject and litigate against User and User content if KIBS deems it to violate the Terms or otherwise violate any applicable laws and regulations. KIBS is not liable for the removal of any such content, or for any failure or delay in removing such content. You are fully responsible for the contents of your account and any transactions made with your account through the Service.
- g. Charge for Service:** In general, Service is given in prepaid mode for individuals and organizations, Individuals and organizations can use the Service according to existing pricing plans published on www.kibstrust.mk. Service is given free of charge for up to 500 credits and 5 MB storage space. Organizations can use the Service in postpaid mode

according to a customized offering from KIBS or from KIBS's authorized reseller. KIBS invoices are due according law after invoice date. Any overdue and undisputed payments shall carry interest in accordance with the law.

- h. Suspension or termination of Service:** You agree that KIBS at any time, without notice, may suspend your account in the Service or otherwise stop your access to the Service for:
1. alleged breach of the Terms,
 2. our attempts to address safety in the software or to protect the contents,
 3. modification of the Service,
 4. unexpected operational interruptions or problems,
 5. delayed payment, or
 6. explicit action requested from any legal authority or other government authorities.

You agree that KIBS also is entitled to, with a week's notice, terminate your account for:

1. clear violations of the Terms,
2. non-paying Users inactivity for more than 12 months, or
3. explicit action request from any legal authority or other government authorities.

KIBS will not be liable to You or any third party using your account, based on your account in the Service, being suspended or terminated.

2. Data management

Except from the documents and personal information that has been shared with the Service by the Parties, KIBS also collects information about the Parties communication and behavior in the Service, for example, IP-addresses, language settings and digital fingerprints that can strengthen the Parties legal position ("Information"). With the help of the Information, KIBS as an independent third party strengthens the evidence trail of signed documents and decreases future administrative and legal costs. Thus, as part of the Service, KIBS provides the Parties, paying or non-paying, equal opportunities to different forms of storage, handling and processing of the Information through the Service that can be of legal use to the Parties. The assignment requires that KIBS handle the Parties' Information automatically according to the guidelines listed below. You accept and authorize KIBS to handle the Parties' Information in accordance with these guidelines.

- d. Sharing data:** KIBS has the right to communicate with You, and also directly or indirectly with the invited Parties, regarding the documents to be signed. KIBS has the right to share the Information that is reasonably needed for the Parties to be able to (1) review the document, (2) examine the identities of the signing parties, (3) to know whether the document is signed or not signed and understand the circumstances surrounding the events and (4) retrospectively examine the stored evidence of the operation.
- e. Data storage:** Whenever You initiate a signing process within the Service this constitutes an "errand", irrespective of whether the document in question is signed by all parties thereto or not. All Information is stored per errand with at least two backups per errand and You have an opportunity to access the errand. When You delete an errand, it is permanently deleted from the Service. Errands containing documents that have been signed through the Service and that have not been signed by all Parties are stored up to 1 year after the Customers storage space has expired.
- f. Processing information:** In order to generate legally and administrative or statistically useful materials for the Parties, the Service may process the Information automatically. The Information may be used by KIBS in anonymous form for statistical analysis and in order to promote or develop the Service. The Parties' documents are not available to KIBS employees for manual handling unless either Party has requested or given their explicit consent of such handling and the document or documents as a result of such request have been made available to specially authorized personnel at KIBS.

3. Signing, time stamping and verifying documents

The following provisions apply to documents signed through the Service.

- f. **KIBS as a Party:** KIBS can be bound to the content of a document only if a registered user or authorized signatory by a registered user of the Service, in its own name and on behalf of KIBS, signs a document through the Service.
- g. **The Parties' obligations:** Once all Parties have signed a document through the Service, and document completion has been confirmed by the Service, the Parties accrue the rights and obligations in accordance with the agreements in the document. KIBS will never be responsible or obliged to monitor or intervene, should the signatories not abide by their obligations in any such agreements or improperly exercise their rights as agreed in the signed document.
- h. **Disputes between Parties:** If any disagreement arises between the Parties regarding a document that was completed through the Service, KIBS will have no liability or obligation with respect to this conflict except to, through the KIBS's usual customer support, help the Parties to find and manage the Information available through the Service.
- i. **Document's legal effect:** All statements made by KIBS regarding the validity of documents signed electronically are not intended to be, and should not be interpreted as, legal advice. KIBS disclaims any responsibility to ensure that the documents completed through the Service are valid or enforceable under the laws of a particular country, state or other jurisdiction. If You wish to review the validity or enforceability of any documents You plan to sign, time stamp or have signed, time stamped through the Service, You should consult with appropriate legal expertise.
- j. **Document's integrity:** The integrity of a document completed through the Service can be verified using different methods. The intended order for verifying the integrity of a document is:
 - 1. The Service provides the primary method for verifying the integrity of a document. The document owner can upload the document and get a timestamp token. The automated validation of the document integrity can be fulfilled by uploading the document and the timestamped token. This method does not require any technical knowledge to be used.
 - 2. If this primary method for some reason fails to perform the verification of integrity, than mathematically verification of the document integrity can be applied, by using a hash method. This requires technical knowledge to be used.
- g. **Authentication methods:** The Service enables You to use different authentication methods to verify the identity of a Party connected to a document and the Service will apply only the authentication method(s) as selected by You. KIBS makes no representations or warranties as to the suitability or necessity of the use of any such authentication method. Moreover, KIBS shall not be liable for the failure or inability of any Party to comply with the selected authentication method, nor for the circumvention of any authentication method by any individual.

4. Communication with Customer

By opening an account on the Service, You give permission to KIBS to, through the Service or through a representative, contact You via your phone or email address. If You do not wish to receive our mailings via email, please send an email to support@signplus.mk. Please note that KIBS will still need to communicate with You via email about your transactions and other account related issues, and that these emails are not marketing and will not be eliminated by the above procedure.

5. Property Rights

You acknowledge and agree that KIBS (or the Service's licensors) own all property rights to the Service and all interests therein, including intellectual property rights contained within the

Service (whether those rights are registered or not, and wherever in the World those rights may exist). Unless otherwise agreed in writing with KIBS nothing in the Terms gives You the right to use any of the KIBS trade names, trademarks, logos, domain names or other distinguishing marks. Except for the limited license granted in section 5a ("Feedback"), KIBS acknowledges and agrees that KIBS under these conditions obtains no right, title or interest from You (or Your licensors) in or to any content You submit, post, transmit or display on or through the Service, including intellectual property rights which subsist in that content (whether those rights are registered or not, and wherever in the world those rights may exist).

- b. **Feedback:** You agree that KIBS may, at its own option, publish and otherwise use your comments and feedback, without payment or other obligations to You. You agree that any comments You make about KIBS directly to KIBS via email, via our contact form, or on our forums, may be used as attributes of the Service and may be used in our marketing without any payment or other obligation to You.

6. Assignment

Unless otherwise provided for in these Terms, neither party shall transfer, assign or sublicense its rights under these Terms to any other third party, completely or in part, without the prior written consent of the other party. Notwithstanding the foregoing, a party may assign these Terms in connection with its merger, reorganization, or sale of substantially all of its assets or capital stock.

7. Disclaimer

- c. **No legal advice:** It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinions, advice, documents, contracts, or other content available through the Service. No part of the Service shall be regarded as legal advice. Neither KIBS nor its affiliates shall be liable for any errors or omissions in the content, or for the consequences of actions based on reliance on any content.
- d. **Limitation of liability:** You agree to hold KIBS and its parent companies, sister companies, subsidiaries, affiliates, service providers, other users, distributors, licensors, officers, directors and employees free from any claim or demand, including all attorneys' fees, from You for any direct, indirect, random, special, following or specific injury, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if KIBS has been notified of this option), and including injuries resulting from: (1) documents or transactions submitted to the Service where KIBS has not been a direct party to the agreement, (2) the use or inability to use, including errors/mistakes, interruptions or delays; unauthorized access to or alteration of your documents or transactions or (3) any other issue relating to the Service. KIBS's responsibility shall not exceed, in total, the last paid sum of your total payments for the use of the Service under this agreement within the last 12-months period.

8. Breakdowns an Force Majeure

- d. None of the parties can be obliged to fulfilment of any obligation in the event of force majeure.
- e. Force majeure can be taken to mean in any event, but not exclusively: (a) breakdowns of the internet or other telecommunication facilities (including DoS-, DDoS- of DR-DoS attacks by third parties)), (b) (contractual) shortcomings by parties KIBS is dependent on during the performance of Service provider, including Suppliers, (d) government measures.
- f. If a force majeure situation lasts longer than two weeks each of the parties will have the right to terminate the Agreement. That which has already been achieved on the

basis of the Agreement will be settled pro rata in that event, without parties owing anything to each other.

9. Applicable law and jurisdiction

These Terms and all issues concerning them and all issues relating to the Service are governed by and construed in accordance with the law. Regardless of the above procedure, to resolve disagreements, we have the right to bring an action in the competent court having jurisdiction over You.

The Parties agrees that for any disputes related to the Service provided under this Terms, shall first notify the other party for seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may seek legal resolution on court. Competent court is court in Skopje.

10. Miscellaneous

This Macedonian version of these Terms shall be deemed as the original version and thus have precedence over versions in other languages.

11. Contact Information

All inquiries and comments concerning the contents of stated documents can be directed to:

KIBS AD

Bul. "Kuzman Josifovski Pitu" 1, 5-th floor,

+389 2 5513 444, +389 2 3297 444

helpdesk@kibstrust.mk

<https://www.kibstrust.mk>

1000 Skopje, Republic of Macedonia

12. SignPlus service availability

KIBS ensures the availability of timestamping service 24 hours a day, 7 days a week with a minimum of 99% availability overall per year with a scheduled downtime that does not exceed 0.45% annually.

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