

Terms and Conditions for use of portal SignPlus

Portal SignPlus

Version: 2.0

Date: 13.05.2024

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KIBS AD Skopje

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<http://www.kibstrust.com/>

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The Trust Service Provider and Identification Provider represent organizational units of KIBS and operate under the trademark KIBSTrust. The activities of “Trusted Services Provider” and “Identification Provider” are identified with the term “KIBSTrust”.

This document was created by KIBS and contains the Terms and Conditions according to which SignPlus portal (accessible for interactive use (UI) at the website <https://www.signplus.mk> or through <https://api.signplus.mk/v4> when using the REST API interface) provides services for using a larger number of functionalities.

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Requests for any reproduction of this document (including requests for copies) should be addressed to KIBS, Kuzman Josifovski Pitu No. 1, 1000, Skopje, Republic of North Macedonia; Attn: Policy Management Committee, E-mail: pma@kibstrust.com.

Version History

| Version | Date | Purpose of the change |
|---------|------------|---|
| 2.0 | 13.05.2024 | Changes caused by the software development and the method of service delivery. Change of previous document designation, which was 4-11.66-01 |
| 1.0 | 24.02.2018 | New document with label 4-11.66-01 |

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1. SignPlus Portal

Thank you for considering becoming our user or already being a user. Our services are provided by KIBS AD Skopje ("KIBS"), with the address at Boulevard "Kuzman Josifovski Pitu" 1, 1000 Skopje, Republic of Macedonia.

These "Terms and Conditions for using the portal SignPlus" (Terms and Conditions) apply to the usage of the portal SignPlus (Portal) with access for interactive usage (UI) through website <https://www.signplus.mk> or through <https://api.signplus.mk/v4> when using the REST API programming interface (methods).

The following basic functionalities are provided through the Portal::

1. Creating a workflow for online signing of PDF document, with one or more signers, with various types of certificates for electronic signature, including: one-time certificates, certificates issued on a local device, and certificates issued in the KIBS Trust cloud (functionality: Signing).
2. Issuing qualified timestamp on documents and verification of documents for which a timestamp has been applied (functionality: Timestamp).
3. Registered electronic delivery of various types of files. The delivery is from you to the recipient(s) of the delivery (functionality: e-Delivery).

As a part of the Signing functionality, it is possible to use additional functionalities such as:

- Integration with an electronic archive located at user's premises for electronically signed documents (additional functionality: e-Archive).
- Retrieval of electronic identity for electronically signed documents with a qualified certificate in the OneID cloud (functionality: eID).

The list of functionalities mentioned earlier is not final and is subject to changes and additions. Therefore, we kindly request you to review our website at www.kibstrust.com or contact our sales agents or support@signplus.mk for more information before starting to use the Portal.

These Terms and Conditions constitute an agreement between you as a user ("you" or "User") and KIBS as the Service provider. The User can be a physical person or a legal entity. To use the functionalities of the Service, it is necessary to register and create a user account. On the other hand, the parties who access the Portal at the User's initiative to sign a certain document or download respective documents or files do not need to be registered users.

By creating a user account, using and/or logging in to the Portal, the User accepts these Terms and Conditions, so it is necessary to read them carefully.

KIBS reserves the right, without liability, at any time to change, add or remove any part of these Terms and Conditions.

KIBS publishes any changes to these Terms and Conditions, but it is the care and responsibility of the User to check whether there is any change before using the Portal. Using the Portal after a change in these Terms and Conditions means that the User agrees to their new content, which is applicable at the time of using the Portal.

2. User Identification and Authentication for Using the Portal

KIBS, as the Service provider, does not perform User identification at their registration (creation of a user account) for accessing the Portal.

The Portal enables standard authentication using the User's username (in the form of an e-mail address) and password. In addition, the User can choose to set up two-factor authentication for their user account, through two methods: an SMS message to a verified mobile number or a message to the e-mail address.

KIBS does not give any particular recommendations regarding the suitability or necessity of any such authentication method. KIBS will not be held responsible for the failure or inability of any User to comply with the chosen authentication method, nor for bypassing any authentication method from any party.

3. Service Payment

The Service is provided with a payment model:

- prepaid for physical persons and legal entities, and
- payment according to the contract (postpaid) for legal entities.

Users can use the Service according to the current price list, published on the website www.kibstrust.com. The price list applies to the purchase of credit packages. This applies to both payment models.

In the prepaid model, if the credit package is not used within the purchased period, its validity expires, so the User of the Service needs to purchase a new package in order to continue using the Service. The purchased credit package has maximum validity of 365 days.

For each purchase of a credit package in the prepaid model, the User will receive an invoice at the registered e-mail address.

In the payment model according to an agreement (postpaid), there are two options: to purchase a package with a limited number of credits or to purchase an unlimited number of credits.

When paying according to an agreement, the User will enter into a separate agreement with KIBS. Invoicing is done in accordance with the agreement, and the invoice is sent to the registered e-mail address.

Every new User of the Service receives a package with credits free of charge, for a duration of 30 days, to consider whether the Service meets their needs.

4. Using Certificates for Signing Documents

The **Signing** functionality enables the use of the Portal for creating workflows in which a PDF document can be signed with:

- One-time certificate issued in the name of the signer, only for this purpose,
- a qualified certificate issued by KIBS locally in a web browser, or on a qualified device for electronic signing (PKI token),
- qualified certificate produced by KIBS issued in the cloud of KIBS.

Additionally, qualified certificates produced by other qualified certificate authorities and issued on local signature creation signing device listed on the website <https://trusteid.mioa.gov.mk/en/home/register-and-lists/> published by the Ministry of Information Society and Administration (MISa), can also be used.

The procurement of certificates is a separate service provided by the Trust Service Providers. The use of certificates within the Service incurs a cost expressed in credits.

The integrity of the electronically signed documents is guaranteed and in case of modification of the content of the document, the validity of the electronic signature is violated.

With the **Signing** functionality, every PDF document at the end of a successfully completed workflow is automatically time-stamped by the qualified trusted time-stamping service provider Momentum, in addition to signatures. This way, the document becomes Long-Term Validation enabled (LTV enabled) and the signers cannot deny that they put an electronic signature on the document (Non-repudiation). The document thus created in accordance with the applicable regulations has the same legal validity as the document in paper form.

5. Obligations and rights of KIBS

KIBS has an obligation to ensure uninterrupted functionality of the portal. In certain cases, KIBS may temporarily shut down the portal to all users due to:

- efforts by KIBS to improve the security of the software or the protection of the content,
- planned upgrade,
- unexpected operational interruptions or problems.

For postpaid users, the conditions for service unavailability are regulated in a separate Service Level Agreement (SLA).

Suspension of the Service to an individual user: The User of the Service agrees that KIBS may at any time, without prior notice, suspend his user account due to:

- registered violation of these Terms and Conditions by the User,
- unpaid invoices that are due,
- explicit action requested by any legal authority or other governmental entity.

Termination of the Service to an individual user: The user agrees that KIBS has also the right to terminate the user account within one week due to:

- clear violation of the Terms and Conditions,
- inactivity by the User using the free Service for more than 30 days.

KIBST is not responsible towards the User as an individual or the User as an authorized representative of a legal entity if its user account is suspended or terminated.

KIBS reserves the right, at any time, to block the user account, thereby denying access of the User to the Portal, and to initiate legal proceedings against the User if there is evidence that the User is in violation of the Terms and Conditions or is in any way breaching the existing laws and regulations.

6. Obligations of the User

The User of the Portal is obliged to use its functionalities in accordance with their purpose and solely in accordance with the law, positive regulations, and publicly available documents of KIBS located at <https://www.kibstrust.com/dokumenti.nspj>.

The User of the Portal shall not use its functionalities for illegal purposes. This includes interfering with the functioning of the Portal, disseminating content that violates privacy, infringing upon the copyright or commercial rights of any third party, or using the Portal for any purposes that are or may be deemed illegal, indecent, offensive, threatening, vulgar, or otherwise unlawful.

The User is fully responsible for the content of their user account and for any activities and transactions made through their user account via the Portal.

The confidentiality and protection of information related to the user account, including passwords, are User responsibility. The User is obligated to immediately notify KIBS in case of suspicion of unauthorized use or attempted unauthorized use of their user account or any other security incident.

For more information on how we handle your personal data, please refer to the publicly released document [Privacy policy en.pdf](#).

The User of the Portal is required to provide complete, accurate and up-to-date information about themselves and information necessary for delivering appropriate invoices or facilitating payment. The User is also obliged to promptly update the previously entered information regarding the user account if it has changed.

If the User does not have permission from KIBS, they are not allowed to use any device for automated access, algorithm, program, method, or similar manual process to access, retrieve, copy, test load, index, manipulate, test or monitor any part of the Portal or any content.

Under no circumstances User is permitted to reproduce or circumvent the structure or presentation of the Portal, attempt to extract materials, documents, or information through any means other than the infrastructure created and provided by KIBS.

The User of the Portal expressly agrees not to engage in any actions that would compromise the integrity of the Service or overload any systems or networks that are part of or connected to the Portal through which the Service is delivered.

If the User wishes to review the validity or applicability of any document they plan to sign, they should consult with appropriate legal experts.

7. Communication with the User

By opening a user account for the Service, the User allows, through the Portal or an authorized representative of KIBS, to be contacted via telephone or e-mail. If the User does not wish to receive e-mail correspondence, they must send an e-mail message to support@signplus.mk requesting to be excluded from this type of communication.

It should be noted that the User will continue to be contacted via e-mail for matters related to the user account, payments, invoicing, and so forth, and that these e-mail messages are part of the Service and are not intended for marketing purposes and will not be removed through the procedure mentioned above.

8. Ownership Rights

The User acknowledges and agrees that KIBS possesses all ownership rights to the Service and all interests, including all intellectual property rights within the Service, whether registered or not, regardless of whether such rights exist worldwide.

Unless otherwise agreed upon in writing with KIBS, none of these Terms and Conditions grant the User the right to use any trade name of KIBS, trademarks, logos, domain names, or other identifying marks owned by KIBS.

KIBS confirms and agrees that, under these Terms and Conditions, it has no right or interest in any content submitted, attached, transmitted, or displayed by the User on or through the Service, including the intellectual property rights to such content, whether registered or not, and regardless of whether such rights exist worldwide.

KIBS acknowledges and agrees that the User owns all user rights to the content that it submits, uploads, transmits, or displays on or through the Service.

The User agrees that KIBS may arbitrarily publish or otherwise use the comments and information provided by the User to further promoting or developing the Service. KIBS does this without any compensation to the User and without any other obligations towards the User. The User agrees that any of their comments to KIBS via e-mail, contact-form, or our forums may be used as an attribute of the Service for our marketing purposes, free of charge and without any other obligations towards the User.

Unless otherwise stated in these Terms and Conditions, neither party (KIBS nor the User) shall transfer, assign, or sublicense its rights to any third party, in whole or in part, without the prior written permission of the other party. However, each of the relying parties may transfer its rights within the scope of a merger, reorganization, or sale of its assets or capital.

9. Warranties - Limitations of Liability - Indemnification

KIBS only allows the User to use the Service, without entering at all into the content of the information and documents that the User shares through the Service and the same is the full responsibility of the User.

The User is responsible for evaluating the accuracy, completeness, or usefulness of any information, opinion, advice, document, agreement, or other content available through the Service. None of the information or documents made available through the Service should be considered legal advice by KIBS. Neither KIBS nor its authorized sales agents shall be liable for any errors or omissions in the content or for the consequences of actions taken based on any content of exchanged documents or files.

KIBS shall never be held responsible or compelled to monitor or intervene if the signers of a particular document fail to comply with their obligations in the said document or improperly utilize the agreed-upon rights in the signed document.

KIBS shall have no responsibility or obligation regarding conflicts arising between the contracting parties of a document whose signing is initiated by the User.

The objective of providing user assistance by KIBS is to enable the relying parties to find and manage the information available through the Service. KIBS shall not act as an intermediary or resolve disputes between signers regarding the content of a specific document signed through the Service.

All statements by KIBS regarding the validity of digitally signed documents are not intended to be and should not be construed as legal advice. KIBS disclaims any responsibility for the validity or enforceability of the documents signed through the Service before the laws and regulations of a particular state or other jurisdiction and before any third parties.

The User agrees and releases KIBS and its founders, affiliates, subsidiaries, service providers, other users, distributors, licensors, executives, and employees from any claims, including legal costs, for any direct, indirect, incidental, special damages, including but not limited to damages for loss of profit, reputation, benefits, data, or other intangible losses, including damages arising from:

- documents or files delivered through the Service where KIBS is not a direct party to sign the document,
- use or inability to use, including errors, interruptions or delays, unauthorized access, or inability to use your documents, or
- any other issues related to the Service.

However, if KIBS or an employee of KIBS, through negligence, causes damage and the User proves KIBS's liability in a legal dispute, the indemnification by KIBS will in no case, on any basis, exceed the amount paid by the User for the use of the Service in the last 12 months.

10. Applicable Agreements and Policies

KIBSTrust publishes all valid documents that regulate all matters related to the services available through the Portal at the location <https://www.kibstrust.com/dokumenti.nspix>. These documents are subject to constant modifications, expansions, and additions. These Terms and Conditions are part of this set of published documents.

11. Privacy and Confidentiality Policy

KIBS processes personal data in accordance with the Privacy Policy available at the KIBSTrust repository at <https://www.kibstrust.com/dokumenti.nspix>, as well as all applicable laws of the Republic of North Macedonia and the European Union.

The personal data processed by KIBS are User's information provided during the creation of the user account.

Employees of KIBS do not have access to the content of the documents/files of the relying parties, nor do they have access to the personal data that is part of that content. The content of the documents/files is not available to KIBS employees for manual or automatic processing.

However, KIBS may be associated with the content of a specific document only if KIBS initiates the signing or a registered User or signatory on behalf of a registered User of the Service requests a representative of KIBS to sign the document using the Service.

For the purposes of providing the Service and creating indisputable evidence of the activities of the users of the Service, KIBS collects information that unambiguously identifies the documents or files - metadata. This includes a digital footprint of the document, document title, personal data shared through the Service, e-mail address and/or mobile phone number, information about the communication and behavior of the relying parties, including IP addresses, to create a database of information that strengthens the legal position of the involved parties and the non-repudiation of the activities performed.

With the help of this information, KIBS, as an independent third party, strengthens the audit trail for signed or transferred documents/files and reduces future administrative and legal costs for its Users of the Service.

Accordingly, as part of the Service, KIBS provides the same opportunity to the involved parties who pay for or use the Service for free, to obtain evidentiary material if necessary.

The initiation of the signing or delivery process by the User within the scope of the Service defines a "workflow", regardless of whether the document is signed by all relying parties or not, regardless of whether the file is sent to one or more relying parties. All information related to a "workflow" is saved, and only the User has access to the workflow. When you delete a workflow, it is permanently deleted from the Portal. It should be noted that there is a limitation on the storage of documents/files within the use of the Service in 14 days. After this period, the documents/files are deleted, but a complete historical record of the transaction remains.

All information that becomes known after the provision of the Service accessible through the Portal, but they are not intended for publication (e.g., information known to KIBSTrust as a result of operating and providing confidential services), are confidential. The User has the right to obtain stored information from KIBS about themselves in accordance with the law.

KIBS protects confidential information and information intended for internal use from compromise and refrains from disclosing them to third parties by implementing various security controls.

KIBS has the right to disclose information about the User i.e. about User's use of the Portal to a third party only if such disclosure is lawful according to national and EU data protection laws.

KIBS has the right to communicate with the User and, depending on the functionalities used within the Service, directly or indirectly with the invited parties regarding document-related activities. KIBS reserves the right to share information necessary for the parties involved in transactions with the documents/files to be able to:

- (1) Review the document or download the file,
- (2) Verify the identity of the parties signing or delivering,
- (3) Determine if the documents are signed or delivered and understand the circumstances surrounding the events, and
- (4) Retrospectively examine the stored evidence of a transaction.

In order to create legal, administrative, or statistical materials for the relying parties, the Portal can process the information automatically. The information may be used by KIBS in an anonymous form for statistical analysis to promote or further develop the Service.

Statistical data on the use of the Portal that is not personalized is considered public information. KIBSTrust may publish statistical data about its services that are not personalized.

12. Accessibility for Individuals with Disabilities

The use of the Portal by individuals with disabilities is possible if these individuals have appropriate support and/or a computer system used by the individual with disabilities enables techniques and technology to facilitate the use of the Portal.

13. Refund Policy

KIBS makes efforts to ensure the highest level of quality in its services. However:

In the case of online sales of Portal usage, the User has the right, according to the Law on Consumer Protection, Article 89, as amended and supplemented, to withdraw from the sales agreement without stating reasons within an exclusive period of fourteen (14) calendar days from the date of establishing the subscription relationship if no transactions have been made during that period. The Subscriber exercises this right in writing by sending KIBS an e-mail at support@signplus.mk.

KIBS will not accept any claims for refunds and damages caused by the fault or actions of the User or his related persons.

KIBS shall handle refunds on a case-by-case basis. In exceptional cases, KIBS may provide a refund to the User. The User shall exercise this right in writing by sending KIBS an email at support@signplus.mk.

14. Applicable Law, Complaints and Dispute Resolutions

All disputes related to the services available on the Portal, provided in accordance with these Terms and Conditions, are regulated and interpreted in accordance with the laws of the Republic of North Macedonia and the European Union.

To the extent permitted by law, before any dispute resolution mechanism can be employed regarding a specific dispute concerning any aspect of obtaining services through the Portal, the User or any other party involved in the dispute must notify KIBS and all other parties involved in the dispute of any claims or complaints no later than thirty (30) calendar days after discovering the basis of the claim, unless otherwise provided by law. If the dispute is not resolved within sixty (60) days of the initial notification, the party may seek legal resolution.

All parties agree that for legal resolution of a dispute regarding the interpretation and implementation of these Terms and Conditions for the provision of the Service by KIBS, the competent court is the Basic Court in Skopje, Republic of North Macedonia.

All requests for disputes should be sent to the contact for information provided in these Terms and Conditions.

The User or any other party may submit their request or complaint to the following email address: support@signplus.mk.

15. Force Majeure

Neither party shall be bound to fulfill any obligation in the event of Force Majeure.

In addition to what the law defines as Force Majeure, the following events, but not exclusively, may be considered as Force Majeure: (a) internet or other types of telecommunication service failures (including various types of attacks), (b) deficiencies caused by contracting parties of KIBS on which KIBS relies during the provision of services, including suppliers.

If the Force Majeure event lasts for more than two weeks, each party has the right to terminate the Agreement. What has already been realized based on the Agreement will be settled proportionally, without the relying parties being obligated to each other.

16. Licenses, List of Trust Services and Audit

The service combines and enables the use of various trust services.

KIBS is a provider of trust services, a qualified provider of trust services, and a provider of electronic identification services whose status is assigned by the supervisory body, the Ministry of Information Society and Administration (MISA) in the Republic of North Macedonia. This status is listed and published in the Register of Trust Service Providers and Electronic Identification Schemes Providers at https://trusteid.mioa.gov.mk/registar_listi/. Approval of the respective status is possible upon submission of a regular annual positive compliance assessment report by the conformity assessment body.

The conformity assessment body is accredited in accordance with Regulation (EC) No 765/2008 as competent for assessing the conformity of the Trust Service Provider and the Electronic Identification Service Provider it provides. Accreditation scheme: ISO/IEC 17065 + ETSI EN 319 403 + eIDAS Art.3.18 scope of accreditation.

The conclusions of the audit or the certificates obtained based on the results of the conformity assessment audit conducted in accordance with eIDAS Regulation, as well as the relevant laws and standards, are published in the repository of KIBS at: <https://www.kibstrust.com/dokumenti.nspix>.

17. Contact Information

Trust Services and Electronic Identification Services Provider:

KIBS AD Skopje (KIBSTrust)
Boulevard "Kuzman Josifovski Pitu" 1,

+389 2 5513 444, +389 2 3297 444

support@signplus.mk

helpdesk@kibstrust.com

<https://www.kibstrust.com>

1000 Skopje, Republic of North Macedonia

(Monday-Friday 8:30-15:00 Central European Time)

Additional information is available through the user care web portal accessible at <https://www.kibstrust.com>.

18. Validity of these Terms and Conditions

If it is determined that any provision of these Terms and Conditions is invalid or unenforceable for any reason, the remaining provisions shall not be affected by such invalidity or unenforceability. The provisions containing invalidity or unenforceability shall be interpreted in a manner that reasonably fulfills the intent of the Service Provider.

These Terms and Conditions are prepared in Macedonian and other languages. In the event of any discrepancy between the original document in the Macedonian language and its translation into other languages, the document in the Macedonian language shall prevail.

19. Portal Availability

KIBS ensures a minimum availability of the Portal of 99% on an annual basis, with a 24/7 operational cycle. Planned disruptions do not exceed 0.4% annually.

End of document