

GENERAL TERMS AND CONDITIONS

(Version 5.0)

1. Parties

SUPPLIER: The SUPPLIER of the contracted Services is the legal entity belonging to the Signaturit Group, whose details appear on the Sales Order, which will maintain the main contractual relationship with the CLIENT (or Partner) and will be bound to them in accordance with these General Terms and Conditions. The SUPPLIER may offer the purchase of Services provided by other companies belonging to the Signaturit Group.

CLIENT: the natural or legal person identified in the Sales Order who requests the Services under the conditions indicated in the Sales Order, including possible Partners (distributors or integrators) of the SUPPLIER.

TRUST SERVICE PROVIDER: in the case of Trust Services in accordance with the eIDAS Regulation, the Trust Service Provider is the legal entity that appears on the European Union's List of Trust Service Providers and will ultimately provide such Services to the CLIENT and end users. **Annex I** includes the list of Providers and **Annex II** includes the specific legal documentation applicable to their respective services.

2. Scope. These General Terms and Conditions shall apply to the contractual relationship between the SUPPLIER and the CLIENT formalized through the acceptance of the corresponding Sales Order, in relation to the products and/or services contracted (hereinafter "the Services"). Any subsequent modification due to the purchase of other Services shall be deemed to be a new contract for all purposes, and the General Terms and Conditions in force at that time shall apply to the contractual relationship.

Notwithstanding the provisions of clause 17, in the event of tacit renewal of a previous contract or an extension of the same Service due to the acquisition of a greater volume of Credits and/or licenses, the initial General Terms and Conditions (and any amendments thereto) shall continue to apply and shall prevail in the event of any contradiction or duplication that may arise when generating the order for renewal or extension of Credits and/or licenses.

If the CLIENT is a Partner of the SUPPLIER, this Agreement shall apply in all matters that do not contradict any other agreements signed with the Partner, which shall prevail in the event of any contradiction or duplication. Notwithstanding the foregoing, the Partner shall communicate to its clients the specific Conditions applicable to the Trust Services it provides to them (Annex II).

3. Object. The object of this Agreement is the provision of the "Services" described in the Sales Order, on the basis of which the SUPPLIER shall grant the CLIENT one or more non-exclusive, non-transferable licenses to use the Services (under the *Software as a Service* model), limited to the term of the agreement.

The purchase of Credits (signatures, SMS, stamps, etc.) and/or Certificate units shall necessarily be linked to the purchase of Services with licenses for use (Platform, Software, etc.), either through the same order or through another previous order, and their consumption must take place within the term of the Agreement or its corresponding renewals. In this regard, unless there is a specific commercial agreement in the Sales Order, Credits not consumed by the expiration date of the Agreement or its corresponding renewal will expire and cannot be transferred to the next renewal period.

In the case of purchase of Services that are considered "Trust Services" or platforms that integrate a trust service, their own specific legal Documentation shall apply, which the CLIENT and user must review and accept prior to contracting and use. **Annex II** includes the list of Trust Services offered by the companies of the Signaturit Group that will provide the final Service contracted as a Trust Service Provider (Annex I), with their respective applicable legal documentation. Said Annex II is an integral part of this Agreement with respect to the contracted Services.

4. Term - Renewal. This Agreement shall have an initial term from the "Contract Start Date" (date on which the license is made available) to the "Contract End Date" as stated in the Sales Order, regardless of the date of its signature and the agreed billing frequency, and shall be tacitly and automatically renewed for successive and equal periods unless either Party decides not to renew it by giving written notice to the other Party at least SIXTY (60) days prior to the expiration date.

Notwithstanding the provisions of clause 17, the acquisition of additional Credits during the term of the Agreement shall be considered as an addendum to said Contract without modifying its duration or other conditions.

5. Effects of termination. The initial term of the Contract and the terms of tacit renewals are mandatory. If the CLIENT wishes to terminate the Contract early of its own will, no refunds will be made for amounts paid up to that point and the CLIENT will not be exempt from paying the remaining amounts due until the Contract End Date.

Likewise, in the event of early termination or in the event of communicating its intention not to renew on the anniversary date, the CLIENT may not claim a refund of the amounts paid for unused Credit units, Certificates not issued, or licenses not activated during the term of the contract, nor will this release the CLIENT from any other payments due.

In the event that the contracted Services are electronic certificates—issued in 'centralized' and 'centralized QSCD' format—stored in the centralization solution of the TRUST SERVICE PROVIDER and which remain valid at the time of such termination, they cannot be recovered, nor shall any compensation be payable to the CLIENT. This restriction shall not apply to certificates issued in software format – .p12 or .pfx format – as they will be delivered to the CLIENT, who will have the option of downloading them to their device, with the certificate file under their control.

6. Price - Billing - Payment.

Price: The Price is stated in the Sales Order. If a discount is included, it shall apply exclusively to the initial term of the contract and shall be eliminated in its entirety upon the first renewal and subsequent renewals, unless the Parties agree to apply a new discount.

Billing: Generally, the first invoice shall be issued on the "Contract Start Date" (date on which the license is made available) and subsequent invoices shall be issued according to the frequency agreed in the Sales Order for both the initial term and any tacit extensions.

If the CUSTOMER requires the SUPPLIER to include a purchase order number or code on invoices, they must notify the SUPPLIER of said Purchase Order at least 5 calendar days prior to the expected billing date. If the above is not complied with and, as a result, the SUPPLIER is asked to issue a credit note and a new invoice that includes a Purchase Order that was not communicated within the specified period, the SUPPLIER will apply a fee of TWENTY (20) euros for administrative costs for each reissued invoice.

The Parties agree that invoicing shall be carried out by electronic means and in digital format as specified by the SUPPLIER.

Payment: Unless the Sales Order stipulates another term, payment of the price of the contracted Services, such as VAT or other taxes (which may be applicable), must be made by the CLIENT within THIRTY (30) days of receipt of the invoice, by bank transfer.

The CLIENT may not claim the lack of full consumption of Credits or Certificates contracted to delay payment.

7. Interest on late payment. In the event of a delay in the payment of the amounts owed by the CLIENT beyond the stipulated period, this shall result in the CLIENT being in default, without the need for a written request from the SUPPLIER, and shall compel the CLIENT to pay (i) interest on late payment accrued from the moment the amount should have been paid until the effective date of payment, in accordance with Law 3/2004, of December 29, which establishes measures to combat late payment in commercial transactions, (ii) to pay a fixed amount of 40 euros per invoice due and (iii) to pay any expenses or fees incurred by the SUPPLIER for returned receipts, without prejudice to any other action that the SUPPLIER may take against the CLIENT in this regard, such as the suspension of the Services until the outstanding payments have been settled.

8. Price updates and revisions. Prices will be updated upon renewal, in accordance with the variation of the General National Consumer Price Index (the Spanish general I.P.C) experienced over the entire term of the contract, applying the cumulative percentage variation. For the first update, the reference month shall be the last index published on the date of conclusion or renewal of the contract. Subsequent updates will be made on the previously updated price. The updated price will be included in the invoice with an indication of the percentage change applied and will be payable by the CLIENT upon notification.

Likewise, the SUPPLIER reserves the right to modify the prices of the contracted Services each time the Contract is renewed. The SUPPLIER shall notify the CLIENT in writing with SIXTY (60) days' notice prior to the anniversary date. If the CLIENT does not agree with the new rates, they must notify the SUPPLIER within the indicated period to avoid the tacit renewal of the Contract, which will expire on the Contract End Date, unless the Parties have agreed on new conditions. Once the SIXTY (60) day notice period has elapsed without any notification from the CLIENT, the new rates shall be deemed to have been accepted. If the SUPPLIER does not communicate a change in prices upon renewal of the Contract, the same prices as those applied in the previous period plus the CPI update shall be maintained.

9. Intellectual and industrial property. The SUPPLIER is the owner and holder of the rights to exploit the Services. These rights protect the final licensed software, the data, lists, diagrams, and schematics produced during the analysis phase, the user manual, other data and support materials, identification symbols, passwords, user numbers, and security symbols.

The CLIENT acknowledges that signing the Contract does not imply the acquisition of any intellectual property rights or any other rights over the information, content, design, structure, compilation, source code, and in general anything that has a direct or indirect relationship with the SUPPLIER and the services it offers.

The SUPPLIER declares and guarantees that the Services do not infringe any intellectual or industrial property rights of third parties and undertakes to hold the CLIENT harmless with respect to any claim arising from such infringement.

The SUPPLIER shall defend and/or resolve any claim against the CLIENT alleging that a Signaturit Group product or service infringes the intellectual property rights of a third party.

10. Obligations of the SUPPLIER. The SUPPLIER guarantees that it has adopted the necessary technical measures to comply with the provisions of this Agreement, as well as with everything related to the maintenance of the Services object of this Agreement and the security, confidentiality, data protection, adequate level of services, and civil liability insurance that covers all the obligations undertaken.

Any breach or defective performance of the SUPPLIER's obligations that is not subject to dispute (acknowledged by the SUPPLIER) shall entitle the CLIENT to terminate the contract with immediate effect and to obtain a refund of the amounts paid in advance and for the services not provided correctly, without prejudice to any claims for damages that the CLIENT may be entitled to initiate within the framework of the provisions of clause 12.

11. Obligations of the CLIENT. i) To make proper use of the Services, undertaking not to contravene the Contract, current legislation, or infringe the rights and interests of third parties; ii) to pay the amounts related to invoices issued in a timely manner; and iii) to make proper use of their username and password to access the Services and not to make them available to third parties.

The CLIENT shall not: (i) sell, resell, license, grant a license, lease, rent, or distribute the contracted Services without the consent of the SUPPLIER (does not apply to Partners); (ii) copy or reproduce any part, feature, function, or user interface of the contracted Services; (iii) interfere with or disrupt the integrity or performance of the Services; (iv) use the Services to transfer, send, or store

data by the CLIENT that is threatening, defamatory, or otherwise unlawful, or that violates the privacy rights of third parties, or infringes or misappropriates intellectual property rights; (v) use the Services to disrupt or cause damage to a third party's system or environment; (vi) access the Services to create a competitive product or service; (vii) reverse engineer a SaaS solution of the SUPPLIER; (viii) disclose any information related to the performance or operation of the Services (including benchmarking results or other results) to third parties without the express written consent of the SUPPLIER; or (ix) engage a third party to perform security testing on the Services unless the third party signs a written non-disclosure agreement directly with the SUPPLIER.

Failure to comply with the CLIENT's obligations, and in particular failure to pay in full or in part after having been requested to do so, shall result in (i) suspension of the CLIENT's access and use rights for a period of FIFTEEN (15) days and (ii), if the breach persists, termination of the contract with immediate effect, terminating the provision of the Services (including the revocation of certificates issued and the permanent removal of access for historical consultation) without the possibility of reimbursement, and without prejudice to any claims for damages that the SUPPLIER may be entitled to initiate.

The CLIENT must complete the start-up process of the Service with SaaS license access (or "onboarding") within THREE (3) months from the Contract Start Date. After this period, personal assistance for training or configuration may be billed to the CLIENT. If the CLIENT is a Partner of the SUPPLIER, the onboarding times agreed upon with its customers shall apply.

12. Liability. The SUPPLIER undertakes to exercise all reasonable diligence in performing the Services in accordance with best practices in its profession and in collaboration with the CLIENT, but shall only be bound by an obligation of means. The SUPPLIER shall not be held liable in any case for damages other than those resulting directly and exclusively from a failure to perform the requested Services.

The SUPPLIER shall not be held liable in the event of non-compliant use of the Services, in the event of careless application or non-application of the advice provided in the context of assistance or advice not originating from the SUPPLIER.

The SUPPLIER shall be exempt from all liability in the event of impossibility to access the Services due to an event beyond its control.

In the event that the SUPPLIER's liability remains, for any reason and regardless of the legal basis invoked or retained, the Parties expressly agree that the amount of all combined and accumulated damages shall be limited to the amount -excluding tax- paid by the CLIENT for the Services in question during the TWELVE (12) months prior to the event giving rise to the damage.

This limitation shall not apply in cases of wilful misconduct, negligence, or gross negligence on the part of the SUPPLIER, or in matters where the SUPPLIER is considered legally liable to third parties (labor obligations, tax obligations, etc.).

The SUPPLIER shall be responsible for the operation and continuity of the Service with the appropriate levels of quality, including the individual and operational functioning of all elements used to provide the Service. However, the SUPPLIER shall not be liable for hidden defects in the equipment due to manufacturing defects or for defects caused by misuse by the CLIENT or its users.

The SUPPLIER shall not assume any legal liability arising from the non-admission of documents resulting from the use of its services as evidence in judicial or administrative proceedings, or from a negative assessment of such documents, if the CLIENT does not follow the recommendations for use (specific T&C and/or user guides or manuals) of the SUPPLIER/PROVIDER or applies specific adaptations that undermine the evidence obtained and its legal effectiveness.

13. Updating of Services. Taking into account the evolution of technology and the need to adapt it to improvements in information quality and security or for regulatory compliance reasons, the SUPPLIER reserves the right to deploy updated versions of the contracted Services or even to offer their replacement with others of similar characteristics and functionalities. In such cases, the CLIENT may request the early termination of the Contract if they do not agree with the new conditions offered, with a refund of part of the price for the time not enjoyed.

14. Confidentiality. All information arising as a result of the contracting of the Services, as well as that arising during the commercial relationship, shall be considered confidential and may not be disclosed, used, copied, or provided to third parties, among others, except with the prior and express agreement of the other Party.

The parties agree to treat as confidential all data, documentation, and other information that has been provided to the other party prior to or during the term of this Agreement. Both parties also agree not to disclose this information to any person or entity except their own employees, provided that they also maintain confidentiality and only to the extent necessary for the proper performance of the Service. The confidentiality agreements established in this section shall be valid both during the term of the contracted Service and after its termination.

15. Data protection. Except for Services which, by their nature, imply that the PROVIDER of the final service is responsible for the processing of personal data (in which case the CLIENT and users will be informed in a timely manner), generally, Services contracted with user licenses will imply that the SUPPLIER has access to the information provided by the CLIENT that contains personal data. In accordance of this, the SUPPLIER will act as the Processor of said personal data (or as a sub-processor in the event that a partner is involved or the Service is provided by another Signaturit Group company) and the CLIENT as the Controller (or as the Processor in the event that it acts as a partner).

The conditions under which the SUPPLIER will process the personal data for which the CLIENT is the data controller will be regulated in the data processing or sub-processing agreement signed between the parties in a separate document. In the absence of a specific agreement, the processing conditions set out in **Annex III**, which the CLIENT agrees to accept and sign by accepting these Conditions, will apply between the Parties.

The CLIENT and users may consult the privacy policies and data retention policies applicable to each Service in the corresponding specific legal documentation (links available in Annexes II and III).

The CLIENT acknowledges and accepts that, in order to facilitate the comprehensive provision of the Services offered by the companies of the Signaturit Group, as well as for internal management, contract administration, billing, technical support, and user experience improvement purposes, the personal data processed by the SUPPLIER under this Agreement may be communicated and/or transferred to other entities belonging to the same business group.

16. Service Level Agreement. Except in cases where a specific SLA has been contracted, the service level conditions published on the SUPPLIER's website (see URL in Annex I) shall apply. Support can be accessed at the following address: <https://help.signaturit.com/hc/es/requests/new>

17. Communications – Notifications of changes. For communications and notices relating to the Services and these General Terms and Conditions and their Annexes, the Parties accept as valid means of communication, interchangeably, postal mail, electronic means, including email, notifications through applications, or text messages with links to information and news published on our website.

In the event of a notification of changes that directly affect the rights and obligations of the CLIENT or users of the Services, the CLIENT must communicate their disagreement within FIFTEEN (15) days of receiving the notification (or the period established for specific changes), which shall trigger the non-renewal of the fixed-term Contract (automatic renewal shall not apply) unless the Parties reach an agreement. Otherwise, the changes shall be considered accepted.

It is the CLIENT's responsibility to update their contact information.

18. Jurisdiction and legislation This commercial relationship shall be governed by Spanish law.

In accordance with the provisions of Article 5 of Organic Law 1/2025, of January 2, on measures relating to the efficiency of the Public Justice Service, in the event of a conflict in relation to the interpretation or fulfillment of this Contract or related to it, the Parties agree to submit to prior negotiation using any of the Appropriate Means of Dispute Resolution ("MASC" by its initials in Spanish) contemplated in said regulation.

In the event that the negotiation is unsuccessful, both parties, by mutual agreement and expressly waiving any other jurisdiction that may apply, agree to submit to the Courts of First Instance of Madrid Capital.

19. Additional contract conditions: Anything not expressly regulated herein shall be subject to the provisions of the legal documentation applicable to each of the Services contracted, as indicated in **Annex II**.

In accordance with the foregoing, the Parties acknowledge that this Agreement has been duly accepted by the Parties who have signed and expressly consented to its perfection through the use of an electronic signature, recognizing its full legal validity.

ANNEX I. Corporate information of the Providers

IVNOSYS SOLUCIONES, SLU, a Spanish commercial company, with registered office at Calle Acceso Ademuz, 12, 1^o1 – 46980, Paterna (Valencia)
Tax ID number B-98333362
Email: info@signaturit.com
Website: <http://www.ivnosys.com>
Certifications: <https://ivnosys.com/en/certifications/>
General Terms and Conditions of Contract and SLA: <https://ivnosys.com/en/terms-and-conditions/>

VALIDATED ID, S.L.: Spanish commercial company, registered address at Carrer d'Avila, n^o29 – 08055, Barcelona
Tax ID number B-65750721
Email: info@signaturit.com
Website: www.validatedid.com
Certifications: <https://www.validatedid.com/en/compliance>
General Terms and Conditions and SLA: <https://www.validatedid.com/en/t-c-vidsigner-service>

ANNEX II. Specific conditions applicable to Trust Services

These Specific Conditions refer to the Terms and Conditions of Use and the specific Legal Documentation of the contracted Services that the TRUST SERVICE PROVIDER(s) authorized for this purpose will provide directly to the CLIENT and its users. Therefore, without prejudice to the SUPPLIER's status as the main party bound to the CLIENT under the Contract, these legal documents shall apply to the contractual relationship directly established between each TRUST SERVICE PROVIDER, the CLIENT, and the end users, insofar as they are legally applicable to them, respectively.

In the event of any contradiction or duplication between these specific Conditions and this Agreement, the provisions of this Agreement shall prevail.

SERVICES PROVIDED BY IVNOSYS SOLUCIONES, S.L.U.:

Signaturit Platform (Dashboard or API):

- [Terms and Conditions of Use](#)
- [Privacy policy](#)

IvSign / IvCert / IvSign TSA - Issuance of electronic certificates:

- [Practices and Policies – Terms and Conditions of Use and Privacy](#)

IvNeos / Signaturit VideoID by Ivnosys:

- Terms and Conditions of Use and Privacy Policy are accepted by users within the tool itself.

SERVICES PROVIDED BY VALIDATED ID, S.L.:

VIDsigner API:

- [Terms and Conditions of Use](#)

Issuance of electronic certificates:

- [VID certification practices and policies](#)

ANNEX III. Data Processor Contracts

Depending on the nature of the Services contracted, the TRUST SERVICE PROVIDER that ultimately provides them, may assume either the status of "Data Controller" (with the CLIENT and users being the "data subjects"), in which case the Privacy Policy will be disclosed to users at the appropriate time, or the status of "Data Processor" (with the CLIENT being the "Data Controller"), in which case the Data Processing Agreement indicated in the following table for each service will apply between the Parties.

Signaturit Platform (Dashboard or API): [Data Processing Agreement \(DPA\)](#)

IvSign / IvCert / IvNeos / Signaturit VideoID: [Data Processing Agreement \(DPA\)](#)

VIDsigner API: [Data Processing Agreement \(DPA\)](#)