



# EVISTAMP

## Terms of Service

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PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING ALL SERVICES PROVIDED BY RICTA TECHNOLOGIES SRL, YOU ACKNOWLEDGE AND AGREE THAT YOU: (A) HAVE READ ALL OF THESE TERMS; (B) UNDERSTAND ALL OF THESE TERMS; AND (C) AGREE TO BE LEGALLY BOUND BY ALL OF THESE TERMS AND ALL OTHER OPERATING RULES, PRIVACY POLICY AND ANY OTHER POLICIES AND PROCEDURES THAT MAY BE PUBLISHED FROM TIME TO TIME ON THE WEBSITE BY US. THESE TERMS MAY BE MODIFIED FROM TIME TO TIME WITHOUT ANY PRIOR NOTICE.

IF YOU DO NOT AGREE TO ANY AND ALL OF THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SERVICES. WE SUGGEST YOU PRINT A COPY OF THESE TERMS FOR YOUR RECORDS, SO YOU MAY ACCESS THEM AT A LATER TIME, IF THE CASE MAY BE.

This agreement (hereinafter referred to as “Agreement” or “Terms”) is concluded by and between **S.C. RICTA TECHNOLOGIES SRL**, having its head office in Lujerului Street, no 10, District 6, Bucharest, Romania, registered with the Romanian Trade Registry under no. J40/2684/2020, sole identification code 42312660 (hereinafter referred to as “Provider” or “Ricta Technologies”)

And

**You**, a physical person or legal entity (hereinafter referred to as "Customer")

This Agreement takes effect when you accept these Terms of Service. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this Agreement, do not install or use the Software, and you must not accept this Agreement.

These Terms apply when you access or use the website <https://www.evistamp.com/>, any API and software and other product and/or service provided by Ricta Technologies under the Evistamp brand (collectively, the “Services” or “Software” or “Platform”). This Agreement also governs the free trials of the Software. These Terms do not alter the terms or conditions of any other agreement you may have with Ricta Technologies for other specific products or services.

### Definitions

- “Party” refers singularly to the Customer or Provider; both Customer and Provider will be referred to collectively as “Parties”;
- „Product” or “Services” refers to the website <https://www.evistamp.com/>, any API and computer software and/or service provided by Ricta Technologies including previews, prerelease versions, updates, patches and bug fixes, as well as all online services that Provider offers under this Agreement. Product availability may vary by region;
- “Basic Data” means the information provided to Provider during sign-up, purchase, or administration of services;



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- “Affiliate” means any legal entity that controls, is controlled by, or is under common control of a Party;
- “Confidential Information” means non-public information, that is designated expressly as “confidential” or that a reasonable person should understand is confidential, including, but without limitation to, Customer Data, the terms of this Agreement, Customer’s account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party’s business, products or services.
- “Content” means, without limitation, any information, data, text, written posts, reviews, and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services.
- “User Content” means all Content added, created, uploaded, submitted, distributed, or posted to the Services by users.
- “Customer” means the entity (natural or legal person) identified as such on the account associated with this Agreement.
- “Customer Data” means all data, including all text, image or files that are provided to Ricta Technologies or its Affiliates by, or on behalf of, Customer and its Affiliates through use of the Services.
- “Personal Data” means any information relating to an identified or identifiable natural person.
- “Use” means to copy, download, install, run, access, display, use or otherwise interact with the Services.

### 1. Eligibility & Registration & Amendments of Terms

- 1.1. By using the Services, you represent and warrant that you are at least 18 years of age or older. If you are under the age of 18, you may not, under any circumstances or for any reason, use the Services.
- 1.2. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use and, if case, that of your company or Affiliates, and not for the use or benefit of any third party.
- 1.3. To sign up for the Services, you must register an account on the (<https://www.evistamp.com/>) website (an "Account"). You must provide accurate and complete information and keep your Account information updated. You shall not: (i) select or use



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as a username a name of another person with the intent to impersonate that person;  
(ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene.

- 1.4. You are solely responsible for the activity that occurs on your Account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents), and for keeping your Account password secure. You may never use another person's user account or registration information for the Services without permission.
- 1.5. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state, provincial, territorial or other authorities, judicial loss of contractual capacity or other similar events that might lead to a change in eligibility), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.
- 1.6. You agree to provide accurate information in your registration and not to share your password with third parties. You agree not to impersonate another person or to select or use a username or password of another person.
- 1.7. Customer shall promptly notify the Provider of any unauthorized use of your account and of any loss, theft or disclosure of your password. Failure to comply with these requirements shall constitute a breach of the Terms of Service and shall constitute grounds for immediate termination of your account and your right to use the Services. RICTA TECHNOLOGIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE AS A RESULT OF YOUR FAILURE TO PROVIDE US WITH ACCURATE INFORMATION OR TO KEEP YOUR ACCOUNT SECURE.
- 1.8. Ricta Technologies may amend this Agreement with reasonable notice period. If the Customer does not object to the amendment within a period set by Provider, the amendment shall be deemed approved. Ricta Technologies will send information and declarations relating to the contractual relationship to the customer's email address.

## 2. Intellectual Property

- 2.1. You may not use, frame or utilize framing techniques to enclose any of the Provider's trademark, logo or other proprietary information, including the images found at the Website, the content of any text or the layout/design of any page or form contained on a page without prior express written consent.



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- 2.2. No logo, graphic, or image from the Website may be copied or retransmitted without Provider's express written permission. The images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website are protected by copyright, trademark and other laws.
- 2.3. Provider owns copyright or patent rights in the selection, coordination, arrangement and enhancement of any images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website. You may copy such images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website for your personal or educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied. Except as provided in the preceding sentence, none of such images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the Provider's express written permission.

### 3. Availability of Service

- 3.1. The Provider offers the Services online subjected to availability. Ricta Technologies endeavors to keep the service available for as long as possible. Service availability in 100% of time is not technically feasible and therefore cant be guaranteed to the customer due to maintenance, security, capacity or other events that are not in the sphere of control of the company (power failure, disruption of communication networks etc).
- 3.2. Standard maintenance window is defined between midnight to 7:00 a.m. Central European Time every day. The Provider will inform the Customer in advance of any planned maintenance work that deviates from Standard maintenance window by email.
- 3.3. Ricta Technologies reserves the right to switch off or modify software, scripts, APIs, files and links in whole or in part, including the provision of updates, upgrades or the providing a new version, insofar as this is reasonable for the customer in regard of the interests of other customers.

### 4. Service and Rights of usage

- 4.1. The Service or Software provided is described on the website and in the other documents provided by Ricta Technologies. Any change in Services will be made by Provider keeping Customer interests in mind.
- 4.2. Provider is the sole owner of the software made available by Ricta Technologies. Subject to Customer's compliance with this Agreement, Provider grants Customer a



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worldwide, non-exclusive, non-transferrable and non-sublicensable right to temporarily use the respective Software and related application programming interface (API).

- 4.3. The Customer has the right to use the Service indirectly towards third parties if they are a secondary component of a product offered by the customer on the market. The Customer is not allowed to use the Software to offer a timestamping service to third parties.
- 4.4. The Customer may opt for various plans, based on the product/service it wishes to use. The plans have an expiration date and contain a maximum number of units of Service that can be used by customer. Post expiration date, the Customer will lose right of usage of Service unless Customer does not purchase a new plan.
- 4.5. The Provider reserves all rights not expressly granted in this Agreement.
- 4.6. In any event of a violation of this Agreement, Ricta Technologies is entitled to suspend the customer's access to the Software and ask for information aiming to clarify the legality of the Service usage by Customer.
- 4.7. Third party licenses. Some of the Services allow the usage of third-party products/services. Ricta Technologies has the right to use these third-party products/services based on the policies of the third party license owner. By accessing the Services, the Subscriber acknowledges the third party's license rights and implicitly agrees to the terms and conditions imposed by the third party license owner.

### 5. Content and acceptable use

- 5.1. Provider, through its Service, allows the Customer to create a hash value from its files according to the SHA-256 procedure. The hash value is generated by Customer, i.e. before it is transmitted to Provider. The data file to be timestamped is not transmitted or made available to the Provider.
- 5.2. The customer is solely responsible to save, store and backup of the files. It is not possible to reconstruct a file from the hash value. In the case of a loss or a change of the file (e.g. also by renewed storage/ save of an Office document) a check of the hash value will not be possible any more, since then another hash value for the file results. It is therefore necessary that the file is retained exactly as it was when the hash value was created.
- 5.3. The Provider is timestamping the hash value in different blockchains. The Provider reserves the right to choose the blockchains and change them as deemed appropriate.
- 5.4. The time specifications in the blockchain correspond to the participating computers and therefore do not represent certified time specifications. The time of storage in the blockchain is not the time at which the hash value was generated or transmitted by Provider, but the time at which the value was written to the block. This means that the



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service is not directly assigned to the hash value at the time it was created, but that there is evidence that the corresponding hash value was available at the latest at the time it was named in the blockchain. Once written into the blockchain, the entry is considered tamper-proof and can be verified online.

- 5.5. The Provider does not guarantee that the blockchains used will still be maintained in the future or that they will not undergo changes. The Customer is aware that third parties are involved in the timestamping process.
- 5.6. All User Content is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.
- 5.7. The Customer is solely responsible for the way in which he uses the Products and/or Services and warrants that the scope of use is not (i) unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, contains or depicts pornography that is unlawful, or is otherwise inappropriate as determined by us in our sole discretion, (ii) false, misleading, untruthful or inaccurate or shall not (v) include anyone's identification documents or sensitive information, (vi) infringe on or misappropriate the rights of a third party in any work protected by copyright, trade or service mark, invention, or other intellectual property or proprietary information.
- 5.8. Customer cannot use the products and/or Services in such way that that (i) includes (knowingly or recklessly) any virus or other contaminating code into the Service, (ii) includes illegal activities or any action that is otherwise illegal or solicits conduct that is illegal under laws applicable to Customer or to Provider.
- 5.9. By using the Products and/or Services, you represent and warrant that you are doing so without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.
- 5.10. We reserve the right, but do not assume the obligation, to investigate any violation of the obligation hereby referred to or misuse of the Services. We may: (i) investigate violations of these Terms or misuse of the Services, (ii) remove, disable access to, or modify any content or resource that violates these Terms or any other agreement we have with you for use of the Services, (iii) we may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement



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agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations.

- 5.11. The Services may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.
- 5.12. The User Content is in direct correlation with the existence of the Account. Unless otherwise provided by the law, all User Content and Customer Data stored in your Account shall be immediately deleted upon the termination of the Agreement and closure of the Account. As Provider has to comply with the data privacy regulations in force, any Account not accessed for more than 2 years shall be considered inactive and may be deleted at any time. Prior to inactivating the Account, Provider will submit a written notice at the last-used billing address or the billing and/or shipping address in your Account information and, in case no express request for maintaining the Account is sent by Customer within 15 days as of receiving such notice, Provider shall proceed to deleting the Account, all User Content and User Data stored in the Account.

## 6. Rules of Conduct

- 6.1. The Services cannot be used for any purpose other than the ones stipulated herein. **YOU ARE SOLELY RESPONSIBLE FOR ALL YOUR ACTIVITY IN CONNECTION WITH THE SERVICES AND THE ACTIVITY OF ANY SUB-USER THAT USES (LAWFULLY OR UNLAWFULLY) YOUR ACCESS CODE OR ACCOUNT.**
- 6.2. Under no circumstance shall Customer modify, alter, change, interfere or attempt to interfere with the results generated by using the Service. Such actions may be considered civil or criminal offenses and may trigger the civil or criminal liability of the Customer, in accordance with the applicable law. Provider shall make efforts for limiting such alteration possibility. However, any security breach or system flaw that may allow the modification, alteration or interference whatsoever with the reports or other results obtained from using the Services shall not be interpreted under any means as a waiver, approval or acceptance from Provider for such interference.
- 6.3. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the



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Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.

- 6.4. The Provider reserves the right to terminate a Customer's Account if it is targeted by malicious activity from other parties.
- 6.5. Customer may not use the Services in a manner that would violate the lawful privacy rights of any person, or to publish or republish defamatory or libelous statements, or to harass or embarrass, which shall be determined in Provider's and absolute discretion.
- 6.6. Customer is solely responsible for any reliance on the Services or other use Customer shall make of the Services.
- 6.7. The Parties expressly agree that the violations stipulated herein are not meant to be exclusive, and Provider reserves the right to suspend and take whatever action is necessary to protect the Services, its users and third parties from acts that would be contrary to the rules of conduct and these Terms of Service.

### 7. Password and Security

- 7.1. Customer shall use proper security protocols, such as setting strong passwords and access control mechanisms, safeguarding access to all logins and passwords, and verifying the trustworthiness of persons who are entrusted with Account access information. Provider is not responsible for any breach resulting from Customer's fault in safeguarding its access logins and passwords.
- 7.2. Customer shall notify Ricta Technologies if and when they learn of any security breaches regarding the Services, their login details and passwords and shall aid in any investigation or legal action that is taken by authorities and/or Ricta Technologies to remedy the security breach.
- 7.3. You must use reasonable efforts to secure any device or network within your control against being used in breach of the applicable laws against spam and unsolicited email, including where appropriate by the installation of antivirus software, firewall software and operating system and application software patches and updates. Our right to suspend or terminate your Service applies even if a breach is committed unintentionally or without your authorization, including through a Trojan horse or virus.

### 8. Payments and Billing

- 8.1. We use third-party payment processors (the "Payment Processors") to bill you through a payment account linked to your Account on the Services (your "Billing Account") for use of the paid Services. The processing of payments may be subject to the terms, conditions, privacy policies and charges of the Payment Processors in addition to this Agreement. We are not responsible for any errors by the Payment Processors. By





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choosing to use paid Services, you agree to pay us, through the Payment Processors, all charges at the prices then in effect for any use of such paid Services in accordance with the applicable payment terms and you authorize us, through the Payment Processors.

- 8.2. Provider accepts most credit cards, debit cards, and SWIFT payments.
- 8.3. Customer is responsible for any duties, customs fees, taxes, and related penalties, fines, audits, interest and back-payments relating to Customer 's purchase of the Software, including but not limited to national, state or local sales taxes, use taxes, value-added taxes (VAT) and goods and services taxes (GST) (collectively, "Taxes"). If Ricta Technologies becomes obligated to collect or pay Taxes in connection with Customer 's purchase of the Software, those Taxes will be invoiced to that Customer as part of a billing process or collected at the time of purchase. If Customer believes that a given tax does not apply or that some amount must be withheld from payments to Ricta Technologies, Customer must promptly provide a tax certificate, withholding receipt, tax identifier (e.g., VAT ID) or other adequate proof, provided such information is valid and sufficiently authorized by all appropriate taxing authorities. Customer will be solely responsible for any misrepresentations made or non-compliance caused by Customer regarding Taxes, including any penalties, fines, audits, interest, back-payments or further taxes associated with such misrepresentations or non-compliance.

### 9. Warranty Disclaimer and Beta Software

- 9.1. We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding the Customer gaining access to the Software, the Content you access via the Software, or the results of and how you may interpret or use the Software or Services.
- 9.2. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE US FROM ALL LIABILITY FOR HOW YOU INTEND TO USE AND INTERPRET THE RESULTS OBTAINED THROUGH THE SOFTWARE. WE MAKE NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES, AND WE WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, OR LEGALITY OF MATERIAL OR CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES.
- 9.3. The Service is provided "as is", "as available" and without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability, noninterference with data, availability, accuracy, that you will have continuous, uninterrupted or secure access to our website or that the services are error free and any warranties implied by any course of performance or usage of trade, all of



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which are expressly disclaimed. Provider does not warrant that: (i) the Services will be secure or available at any particular time or location; (ii) any defects or errors will be corrected; (iii) any content or software available at or through the services is free of viruses or other harmful components; or (iv) the results of using the services will meet your requirements.

- 9.4. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR THE MEANS YOU CONSIDER INTERPRETING THE CONTENT AND ITS RESULTS. Provider does not control and is not responsible for the information provided by any third-party provider. The information, Products, and Services available on the website may include technical inaccuracies or typographical errors. Therefore, you agree that your access to and use of our website, products, services, and content are at your own risk.
- 9.5. Any "beta" versions or features of the Services (each, a "Beta Service") offered by Provider shall be provided upon our sole discretion, for a certain period of time, decided exclusively by Provider (the "Trial Period"). For avoidance of doubt, any Beta Service is a form of the Services and the provision and use of any Beta Service is subject to the entirety of this Agreement, unless otherwise expressly provided.
- 9.6. ANY BETA SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND NONINFRINGEMENT FOR A PARTICULAR PURPOSE WITH REGARD TO ANY BETA SERVICE. In no event we will be liable to you or any third party for any damages or liability related to, arising out of, or caused by any Beta Service and/or any modification, suspension, or termination thereof.

### 10. Limitation of Liability

- 10.1. The Parties expressly agree that in no event and under no circumstance shall Provider be liable for the way in which the reports or any other results arising from the use of Services are used and/or altered by Customer. Customer is solely responsible for the way in which he/she understands to interpret and make use of the results arising from the Services.
- 10.2. In no event shall we, nor our directors, employees, agents, partners, suppliers or content providers, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the Services (i) for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, compensatory or consequential damages of any kind whatsoever, substitute goods or services (however arising), (ii) for any bugs, viruses, trojans, or the like (regardless of the source of origination), or (iii) for any direct damages in excess of (in



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the aggregate) of fees paid to us for the particular services during the immediately previous one month period, even if Provider had been advised of, knew, or should have known, of the possibility thereof.

- 10.3. In no event shall Provider be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the way in which Customer understands to interpret or use the results of using the Products or Services and Customer is solely responsible for obtaining and handling the data.
- 10.4. Free Products and Beta Service offered without separate payment to Provider do not offer Customer the right to receive damages under any circumstances.
- 10.5. In no event will Provider be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
- 10.6. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.
- 10.7. Customer hereby waives any and all claims against Provider arising out of Customer's purchase or use of the services, or any conduct of Provider's directors, officers, employees, agents or representatives.
- 10.8. IN CASE THE JURISDICTION LIMITS OR PROHIBITS THE FOREGOING LIMITATIONS, THE FOREGOING LIMITATIONS SHALL BE APPLIED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### 11. Privacy

- 11.1. Customer consents to the processing of Personal Data by Provider and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Ricta Technologies, Customer will obtain all required consents from any third parties under applicable privacy and data protection laws.
- 11.2. To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in Romania, the United States or any other country in which Ricta Technologies or its Affiliates, or their respective agents and subcontractors, maintain facilities. Provider will abide by the requirements of European data protection laws regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.
- 11.3. The Services can only be accessed through a personal Account. The Personal Data collected by Ricta Technologies during the normal course of this Agreement is mainly your contact information, including items such as name, company name, address, email



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address, and telephone number. Payment for the Services also requires that you provide your financial information, which will be directed to the Payment Processor and only be used for the purpose of billing. We do not store your financial account information on our systems; however, we have access to, and may retain, Customer information through our third-party payment processor.

11.4. When you access or use the Services, we could collect some information about you, to make the Service more reliable and efficient, including:

11.4.1. Log-in details: for identity management and login we rely on third parties such as Auth0, which provides and takes care of all the tasks related to these aspects. In any case, the Service, upon registration of a new user, keeps information about the emails of users who register;

11.4.2. To manage access to the personal area, Auth0 can create and use some session cookies, useful simply to keep the user's session open with the relative account;

11.4.3. We (and the third party services we have decided to employ) use information about you for various purposes, including to

- Provide, maintain and improve our Services and products;
- Provide and deliver the products and services you request, process transactions, and to send you related information, including confirmations and invoices;
- Send you technical notices, updates, security alerts and support and administrative messages;
- Process payments on your account or bill you for products or services purchased by you;
- Respond to your comments, questions and requests and provide customer service;
- Solicit and process your opinions through surveys;
- For compliance purposes, including enforcing our Terms of Service, or other legal rights, or as may be required by applicable laws and regulations or requested by any judicial process or governmental agency;
- Secure data and prevent fraud.

11.5. Our legal basis for collecting and using the personal information described above will depend on the personal information concerned and the specific context in which we collect it.

11.6. We process your Personal Data in accordance with the art. 6 para. (1) letter (b) of the GDPR– (b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract, respectively art. 6 para. (1) letter c) of the GDPR – (c)



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processing is necessary for compliance with a legal obligation to which the controller is subject.

- 11.7. As most of the data is obtained directly from you, they are processed in accordance with the art. 6 para. (1) letter (a) of the GDPR – (a) the data subject has given consent to the processing of their personal data for one or more specific purposes.
- 11.8. As a rule, we will normally collect Personal Data from you only (i) where we need the personal information to perform a contract with you; (ii) where the processing is in our legitimate interests and not overridden by your rights; or (iii) where we have your consent to do so. We have a legitimate interest in operating our Services and communicating with you as necessary to provide these Services, for example when responding to your queries, improving our platform, undertaking marketing, or for the purposes of detecting or preventing illegal activities.
- 11.9. In some cases, we may also have a legal obligation to collect personal information from you or may otherwise need the personal information to protect your vital interests or those of another person.
- 11.10. If we ask you to provide personal information to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether the provision of your personal information is mandatory or not (as well as of the possible consequences if you do not provide your personal information).
- 11.11. Provider takes reasonable measures to help protect personal data from loss, theft, misuse and unauthorized access, disclosure, alteration, and destruction. We follow generally accepted standards to protect the personal data submitted to us, both during transmission and once it is received. If you have any questions about the security of your personal data, you can contact us directly. Please keep in mind that no security measures are 100% effective, and we encourage you to regularly review your accounts for suspicious activity and carefully guard your credentials.
- 11.12. When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize your data or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.
- 11.13. To protect your privacy and security, we may also take reasonable steps to verify your identity before updating or removing your information. The information you provide us may be archived or stored periodically by us according to backup processes conducted in the ordinary course of business for disaster recovery purposes.



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- 11.14. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us – you will have the opportunity to “opt-out” by following the unsubscribe instructions provided in the e-mail you receive or by submitting a request. Should you decide to opt-out of receiving future mailings, we may share your e-mail address with third parties to ensure that you do not receive further communications from third parties.
- 11.15. Upon request, we will provide you with information about whether we hold any of your Personal Data. You may ask us to update, correct or delete information about you at any time. If you wish to delete or suspend your account, please contact us, but note that we may retain certain information as required by law or for legitimate business purposes. Also, if you have become aware that a profile has been created about you without your consent or knowledge, you may contact us to request deletion of that said account. We may also retain cached or archived copies of your information for a certain period of time. We will respond to your request without undue delay within 30 days.
- 11.16. Customer can also ask about whether and why we have your personal data, how we got your personal data, what we have done with your personal data, where your personal data has been stored, processed or transferred, how long we will retain your personal data, or how that retention period will be determined; and the safeguards in place to protect your information when it is transferred to third parties or third countries.
- 11.17. Customer can request not to collect or use your Personal Data for certain purposes (including for purposes that are materially different from the purposes for which it was originally collected), you can ask us to delete your personal data, or you can ask us to either refrain from sharing your information with or specifically ask that we do provide your personal data to a third party.
- 11.18. Depending on which laws apply to your personal data, we may only be able to do some of these things for you. If you request one of these things and we refuse to do it, we will explain the reason for our refusal and any recourse you may have.
- 11.19. We will respond to your request without undue delay within 30 days. We reserve the right to take reasonable steps to verify your identity prior to granting access or processing changes or corrections
- 11.20. To make a complaint, contact us by email at [contact@evistamp.com](mailto:contact@evistamp.com). In order to understand the issue, please include details on:
- The specific data privacy complaint (please provide as much detail as possible including country, your understanding of the data privacy infringement and issues, redress requested);
  - Your full name and how we can contact you;
  - Any previous correspondence on this specific data privacy issue.



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- 11.21. We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. Please note that, in order for us to be sure of your identity and avoid offering data to third parties, we may request additional information. Please be aware that Ricta Technologies is a company registered in the EEA and as such is held by EU Data Protection Legislation and responds to the EU data protection authorities (DPAs).
- 11.22. You also have the right to lodge a complaint with the supervisory authority in case you consider that your rights under GDPR. The Romanian competent authority is the National Supervisory Authority For Personal Data Processing, having its head offices in 28 – 30 Gheorghe Magheru Bd., 1st District, Bucharest, Postal Code 010336, Romania; e-mail: [anspdcpc@dataprotection.ro](mailto:anspdcpc@dataprotection.ro). The complete list of EU Data Protection Supervisory Authorities can be analysed at the following link: [https://edpb.europa.eu/about-dpb/board/members\\_en](https://edpb.europa.eu/about-dpb/board/members_en). However, please note that we are constantly updating and improving our relation with our customers and the means we are handling Personal Data. Therefore, we would appreciate your input and, prior to lodging any complaint, please consider contacting us for any troubles you may have.

### 12. Backup

- 12.1. Provider has no obligation to store and backup Customer's data. PROVIDER SHALL HAVE NO RESPONSIBILITY TO PRESERVE DATA. RICTA TECHNOLOGIES SHALL HAVE NO LIABILITY FOR ANY DATA THAT MAY BE LOST, OR UNRECOVERABLE, BY REASON OF CUSTOMER'S FAILURE TO BACKUP ITS DATA OR FOR ANY OTHER REASON.
- 12.2. All data stored in the Account shall be permanently deleted upon termination and Provider has no obligation to recover any of the lost data.

### 13. Termination and Access

- 13.1. Provider reserves the right, at its sole discretion, to terminate your access to all or any part of the Services at any time, with or without notice, effective immediately, including but not limited to as a result of your violation of any of these Terms of Service or any law. Any such termination may result in the forfeiture and destruction of information associated with your Account. Except otherwise set forth hereunder, any and all fees paid hereunder are non-refundable and any and all fees owed to Provider before such termination shall be immediately due and payable, including any liabilities that may have been incurred prior to termination such as Provider's costs for collection (including attorneys' fees) of any such charges or other liabilities. Upon termination, any and all rights granted to Customer by this Agreement will immediately be terminated, and Customer shall promptly discontinue all use of the Services.



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- 13.2. If Customer intends to terminate and close the Account at any time, this can be made by following the instructions on the Website or through the Services. Upon termination, the Account and all data herein shall be permanently deleted and cannot be recovered. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, confidentiality, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### 14. Choice of Law, Venue, Consent to Email Service and Waiver of Hague Convention Service Formalities

- 14.1. Any claim arising hereunder shall be construed in accordance with the substantive and procedural laws of Romania, without regard to principles of conflict of laws. Any dispute arising from or relating to the subject matter of these Terms of Service shall be governed by the exclusive jurisdiction and venue of the state and courts of Romania.
- 14.2. In the event of any controversy, claim, action or dispute arising out of or related to this Agreement, the Services, the Products, as well as any breach, enforcement, interpretation, or validity of this Agreement ("Dispute"), the parties shall priorly try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent (1) to Provider, at the address stipulated in the preamble (2) to the Customer, at the last-used billing address or the billing and/or shipping address in your Account information.
- 14.3. The parties hereby agree that this dispute resolution procedure is a condition precedent that must be satisfied prior to filing any claim against the other party.

### 15. Miscellaneous Provisions

- 15.1. Neither you nor the Provider shall be liable for nonperformance of the terms herein to the extent that either party is prevented from performing as a result of any act or event which occurs and is beyond your reasonable control, including, without limitation, acts of God, war, unrest or riot, strikes, any action of a governmental entity, weather, quarantine, fire, flood, earthquake, explosion, utility or telecommunications outages, Internet disturbance, or any unforeseen change in circumstances, or any other causes beyond either party's reasonable control. The party experiencing the force majeure shall provide the other party with prompt written notice thereof and shall use reasonable efforts to remedy effects of such force majeure.
- 15.2. You are granted a limited, non-exclusive right to create a hypertext link to the Provider's Website, provided such link does not portray Provider and/or its Affiliates or any of their





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respective products and services in a false, misleading, derogatory or otherwise defamatory manner. This limited right may be revoked at any time.

- 15.3. This Agreement, including all related agreements and policies incorporated by reference herein, constitutes the entire agreement between the parties related to the subject matter hereof and supersedes any prior or contemporaneous agreement between the parties relating to the Services. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement.
- 15.4. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- 15.5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. This Agreement may be signed electronically or, as set out above, your access and use of the Services will manifest your consent to this Agreement.
- 15.6. These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect. The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation.
- 15.7. Unless otherwise specified in these Terms of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.
- 15.8. Ricta Technologies reserves the right, at any time and from time to time, to amend or to modify these Terms of Service without any prior notice. In case such amendment occurs, Customer shall be notified through an announcement on the Website and amendments and modifications shall take effect immediately when posted on the Website. By continuing to access or use the Services after any such amendments or modifications, you agree to be bound by such amended or modified Terms of Service. For this reason, we encourage you to review the Terms of Service whenever you use the Services. If you do not agree to any change to these Terms of Services, then you must immediately stop using the Services.
- 15.9. SOME JURISDICTIONS HAVE CONSUMER PROTECTION AND OTHER LEGISLATION WHICH MAY APPLY TO THE SERVICES AND WHICH DO NOT



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ALLOW CERTAIN PROVISIONS SUCH AS LIMITATIONS OF LIABILITY AND EXCLUSION OF CERTAIN WARRANTIES, AMONG OTHERS. TO THE EXTENT THAT A LIMITATION, EXCLUSION, RESTRICTION OR OTHER PROVISION SET OUT BELOW IS SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SUCH LIMITATION, EXCLUSION, RESTRICTION OR PROVISION MAY NOT APPLY TO YOU.