



Terms of Use of Qualified Services

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Valid from 2024-03-01



Table of Contents

1. INTRODUCTION.....	3
1.1. Overview of the document	3
1.2. Amendments to the Document	3
1.3. Terms and abbreviations used	3
1.4. Other	4
2. PROVISION OF SERVICES.....	4
3. PRICING AND SETTLEMENT PROCEDURE.....	5
4. CUSTOMER SERVICE PROCEDURE	5
5. SECURITY AND PERSONAL DATA	6
6. DISCLAIMER	6
7. INTELLECTUAL PROPERTY RIGHTS	6
8. FORCE MAJEURE	6
9. APPLICABLE LAW	7
10. SPECIAL CONDITIONS	7
11. TERMINATION.....	7



1. INTRODUCTION

1.1. Overview of the document

These Terms of Use are effective from 2024-03-01. The document defines in detail the terms and conditions for the provision of services by UAB iSense Technologies.

List of qualified trust services:

- (QVal for QESig) Qualified validation service for qualified electronic signatures.
- (QVal for QESeal) Qualified validation service for qualified electronic seals.

The provisions of the Terms of Use shall be interpreted and applied in accordance with this order of precedence:

Additional terms and conditions are available on our website or agreed upon separately;

- Data Processing Agreement;
- Privacy Policy;
- These Terms of Use.

1.2. Amendments to the Document

Version	Date	Description
1.1	25/06/2023	Initial version of the document
1.2.2	29/06/2023	Working version of the document
2.0	01/12/2023	Version for coordination with RRT

1.3. Terms and abbreviations used

Abbreviations	Description
QVal for QESig	Qualified validation service for qualified electronic signatures
QVal for QESeal	Qualified validation service for qualified electronic seals
Qualified services	QVal for QESig and QVal for QESeal services
Service provider or ISENSE	UAB iSense Technologies



Services	Qualified validation services for qualified electronic signatures and seals provided by the Service Provider
Customer	A legal entity or natural person who has signed an agreement with UAB iSense Technologies for the provision of Qualified Services.
Personal Data	Information about an identified or identifiable natural person.
Terms of Use	A version of the Terms of Use, including the Data Processing Agreement and Privacy Policy.
Special Conditions	Any details, specifications and terms and conditions on which the parties have agreed to deviate from these Terms
User account	User profile in the file repository linked to the Customer

1.4. Other

If you bind yourself to these Terms of Use on behalf of another entity, such as your employer or the company for which you work, you hereby confirm that you have the right to undertake obligations on behalf of that entity. If you do not agree to the conditions of these Terms of Use, the Data Processing Agreement and the Privacy Policy, you may not use the Services.

You may not use the Services if you are a competitor and/or for benchmarking or competitive purposes.

Other terms and abbreviations used in this document shall have the meaning given to them in Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

2. PROVISION OF SERVICES

We will take all reasonable steps to ensure that the Services are available to Customers and Users 24 hours a day, 7 days a week, except for scheduled downtime (of which Users shall be notified in advance).



We will be responsible for ensuring that the procedures and standards for the use of electronic identification of documents comply with the requirements of Regulation (EU) No. 910/2014 (eIDAS).

We will only use qualified trust service providers who meet the requirements for qualified service providers set out in Regulation (EU) No. 910/2014 and who are duly included in the EU lists of trusted service providers.

A more detailed description of the provision of the Services shall be set out in the Operational Regulations. All terms, conditions, limitations set out in the Operational Regulations shall also apply to these Terms of Use. Unique Operational Regulations Identifier (OID) 1.3.6.1.4.1.60536.1.1.

3. PRICING AND SETTLEMENT PROCEDURE

We offer paid Services. By choosing to order the Services, you hereby agree to pay the fees specified when purchasing the relevant Service. Prices depend on the pricing plan you choose and the changes you initiate. The pricing plans for the Services shall be clearly stated before you order the Services. We do not include monthly or annual fees in our pricing plans.

We do not represent or warrant that any particular pricing plan will be offered indefinitely, and we reserve the right to change the prices or the features and options in the pricing plans without prior notice. These changes shall not automatically apply to existing subscribers.

You may cancel your subscription at any time and such cancellation shall take effect immediately.

4. CUSTOMER SERVICE PROCEDURE

You may submit questions, concerns or complaints regarding the Terms of Use of Qualified Services to our customer service team at info@veriffy.com. We will respond to the request submitted by the customer within 5 calendar days.

In addition, in case the Customer is dissatisfied with the quality of the Qualified Services provided, he/she may submit a complaint to the Communications Regulatory Authority of the Republic of Lithuania at rrt@rrt.lt (website: <https://www.rrt.lt>) or to the State Consumer Rights Protection Authority at tarnyba@vvtat.lt



5. SECURITY AND PERSONAL DATA

Our Privacy Policy explains how and for what purposes we collect, use, disclose and protect the data you provide to us. You agree to be bound by the terms of our Privacy Policy.

You are responsible for all and any activity that occurs under your User Account. All actions performed by the User are recorded and visible in the audit trail.

6. DISCLAIMER

ISENSE shall be liable for losses incurred by users in accordance with Article 13 of eIDAS and the Republic of Lithuania Law on Electronic Identification and Trust Services for Electronic Transactions. A detailed description of the responsibilities and limitations of liability shall be set out in Sub-Clause 2.1 of the Operational Regulations.

7. INTELLECTUAL PROPERTY RIGHTS

Third parties may only use our brand, such as logos and brand name, with our prior written consent before publishing them in publications and on websites.

8. FORCE MAJEURE

We shall not be liable for non-performance or partial non-performance of the obligations assumed as a result of extraordinary circumstances which could not have been foreseen, avoided or eliminated by any means whatsoever (*force majeure*). In such circumstances, the deadline for the Service Provider to perform its obligations shall be extended.

We shall notify the Customer of *force majeure* circumstances within 5 (five) days of their occurrence and provide evidence that we have taken all reasonable steps and precautions to minimise the costs or adverse consequences. We will also set possible deadlines for meeting the obligations undertaken. A notification shall also be given when the circumstances that prevented performance of the obligations have ceased.

9. APPLICABLE LAW

These Terms of Use and their interpretation shall be governed by the law of the Republic of Lithuania. Any disagreements and disputes between the Customer and the Service Provider regarding these Terms of Use shall be resolved amicably between the parties. In the event that the Parties are unable to reach an agreement, all unresolved disputes, controversies and claims arising out of or in connection with these Terms of Use, or the violation, revocation or validity thereof, shall be settled by the competent courts of the Republic of Lithuania.

10. SPECIAL CONDITIONS

The Customer and the Service Provider may agree on Special Conditions that differ from these Terms of Use. Such agreement shall be signed by authorised representatives of both parties and shall prevail over these Terms of Use.

11. TERMINATION

You may stop using the Services at any time. We hereby reserve the right to terminate the provision of the Services or to outsource the provision of the Services to any third party upon at least six months' notice to Customers. In such a case, Customers who have purchased Services that should have been provided for more than six months will receive a refund for the months during which the Services were not provided.

We reserve the right to terminate the Services immediately without notice if the Customer or User violates these Terms of Use.

We reserve the right to cancel or delete your user account and Customer data if you have not used the service for more than 12 consecutive months.
