

Terms and Conditions of the Online Shop of Asseco Data Systems S.A.

Art. 1 Initial provisions

The Online Shop of Asseco Data Systems S.A. is available at <https://shop.certum.eu> and is operated by Asseco Data Systems S.A. with registered office in Gdańsk (80-864), ul. Jana z Kolna 11, entered into the Register of Entrepreneurs of the National Court Register under KRS number 0000421310, kept by the Local Court for Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, having a Unique Taxpayer Reference (NIP) 517-035-94-58 and a National Economy Register Statistical Reference (REGON) 180853177, with share capital of PLN 120,002,940.00 (fully paid up).

Art. 2 Definitions

The following terms in these Terms and Conditions shall be understood as defined below:

1. **Asseco Data Systems SA or Vendor** – Asseco Data Systems S.A. with registered office in Gdańsk (80-864), ul. Jana z Kolna 11, entered into the Register of Entrepreneurs of the National Court Register under KRS number 0000421310, kept by the Local Court for Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, having a Unique Taxpayer Reference (NIP) 517-035-94-58 and a National Economy Register Statistical Reference (REGON) 180853177, with share capital of PLN 120,002,940.00 (fully paid up).
2. **CERTUM** – an organizational unit of Asseco Data Systems SA – CERTUM ul. Bajeczna 13, 71-838 Szczecin, Poland.
3. **Business Days** – days from Monday to Friday, excluding public holidays.
4. **Online Shop** – Online Shop Asseco Data Systems SA, available at <https://shop.certum.eu>, operated by Asseco Data Systems SA.
5. **Terms and Conditions** – the Terms and Conditions of the Online Shop in its currently applicable version and its attachments.
6. **Customer** – a natural person, a body corporate or an organizational unit without legal personality as shown in an order and a VAT invoice. The Customer shall also include a

Consumer if they meet the conditions set out in Art. 2 point 6 of the Terms and Conditions.

7. **Consumer** – a natural person entering into a contract (purchase of the Product) with Asseco Data Systems SA other than a contract related directly to their business or professional activity.
8. **Contract** – a contract of sale concluded between the Customer and Asseco Data Systems SA using the sales platform available in the Online Shop.
9. **Order** – an order placed by the Customer through the order form available on the website of the Online Shop or through a Customer Service Centre consultant (on the telephone).
10. **Product** – a licence for software, service or material object, manufactured or produced by Asseco Data Systems SA or by another entity, including the original packaging and all items contained therein (e.g. operation manual, CD, card reader), included in the Online Shop's offer.
11. **Activation code** – a service for qualified certificates available in the Customer panel, "electronic codes" tab.
12. **Virtual product** - a service involving qualified certificates available after logging in to panel.certum.pl.
13. **Goods** – a product delivered physically through a courier company to an address supplied in an order.
14. **Electronic service** – an electronically purchased code activating security certificates or an electronic signature; online training.
15. **Proof of purchase** – VAT invoice, confirmation of transfer or their legible copy.
16. **Customer Service Centre** – an organizational unit of Asseco Data Systems SA that handles Customer requests and orders – Customer Service Centre – Asseco Data Systems SA ul. Królowej Korony Polskiej 21, 70-486 Szczecin, Poland.
17. **Complaints** – an organizational unit of Asseco Data Systems SA that handles complaints regarding ordered products – Zespół Reklamacji Asseco Data Systems SA (Complaint Team) ul. Królowej Korony Polskiej 21, 70-486 Szczecin, Poland.
18. **Consumer Rights Act** – The Act on consumer rights of 30 May 2014 (Official Gazette of 2020, item 287 as amended).

19. Personal Data Protection Act – Act on the protection of personal data dated 10 May 2018 (consolidated text: Official Gazette of 2019, item 1781, as amended).

Art. 3 General provisions

1. These Terms and Conditions determine the principles of making purchases by the Customer in the Online Shop.
2. The Customer is under an obligation to read these Terms and Conditions, with the reservation that in the case specified in Art. 12, sec. 3, the Customer shall be bound by the Terms and Conditions from the date of receipt of an order for the Products.
3. A contract of sale is made between the Customer and Asseco Data Systems SA. Making a written record, securing and making available key provisions of a contract takes place through making a printout of it and providing it to the Customer at the time of delivery of a VAT invoice.
4. A contract of sale is made under provisions of the Polish law.
5. The court competent to resolve disputes arising from a contract of sale shall be:
 1. the court having territorial jurisdiction over the place of its performance (in accordance with the principles set out in the provisions of the Code of Civil Procedure) – in the case of Customers who are Consumers;
 2. the court having territorial jurisdiction over the registered office of Asseco Data Systems SA – in the case of Customers making purchases in connection with their business within the meaning of Art. 4 sec. 1-2 of the Act "The Law on Entrepreneurs" of 6 March 2018 (consolidated text: Official Gazette of 2019, item 1292, as amended).

Art. 4 Customer registration

1. A requirement for making purchases of the Products offered by the Online Shop is registration of the Customer.
2. When registering in the Online Shop, the Customer creates a Customer account, in which they supply the following data:
 - a. name and surname,
 - b. e-mail address.

3. Registration in the Online Shop involves the creation of an account within the Certum identification and access management system, which allows access to Certum trust and security service systems - Your Certum.
4. The Customer account may be deleted only after completion of the order process.
5. An e-mail address that was used to create the Customer account cannot be changed at a later date.
6. Asseco Data Systems SA makes a reservation to the effect that due to the specificity of some Products or Goods that can be managed by the Customer from the Customer account that can be accessed from the Online Shop they cannot be transferred to another account created by the same Customer.
7. The account may be deleted using the option Delete Account accessible in the Customer account or by making a request made on the website <https://www.daneosobowe.assecods.pl>.
8. Asseco Data Systems SA reserves the right to delete the Customer account created in the Online Shop if 36 months have passed since the Customer's last login on to the created account.
9. The login and password used by the Customer to log on to their account must be protected against the use by unauthorized persons. For security reasons, it is suggested that the Customer changes their password every thirty (30) days.
10. The Customer is responsible for actions resulting from the use of the login and the password by a third party.
11. The Customer agrees to immediately inform the Online Shop if a third party has obtained their login and password.
12. The website that offers the Online Shop functionality, the process of the Customer logging on to Online Shop, creating a Customer account and making purchases is secured with a SSL certificate.

Art. 5 Prices and payments

1. All prices are shown in EUR, including value added tax and other costs due under applicable legislation (e.g. customs, excise duty, etc.) The price shown at each Product is binding at the time of the placement of an order. The Product price may be

temporarily reduced due to promotions offered by Asseco Data Systems SA from time to time. Asseco Data Systems SA makes a reservation that in the event the Products or Goods are shipped outside the European Union and a relevant public office charges a customs duty or an excise duty, the costs shall be transferred to the Customer. Asseco Data Systems SA makes a reservation that value added tax (VAT) at an appropriate rate for Customers having their place of residence (delivery address) outside the territory of Poland shall be calculated in a sales document (invoice) issued after the Customer has provided data (given name and surname, company name, address) to be shown in a sales document (invoice) issued by Asseco Data Systems SA. In view of circumstances described in the preceding sentence, Asseco Data Systems SA may require the Customer to provide a document confirming their tax residence in specific situations.

2. Forms of payment in the Online Shop are as follows:
 1. transfer of funds to a bank account of the Online Shop that is shown in a notice of acceptance of the order and in a proforma invoice. It is necessary to quote an order reference number and the Customer's full name in a transfer title;
 2. electronic transfer of funds;
 3. payment by Visa or Mastercard;
 4. payment on the basis of an invoice that offers a trade credit (this form is available to Public Administration Institutions subject to a prior contact with the Customer Service Centre, tel. +48 91 4801 340).
3. A payment due date is 14 days following a proforma invoice date. After a payment due date expires, the order can be automatically cancelled.
4. Asseco Data Systems SA reserves the right to change the prices, introduce new Products and withdraw the offered Products, carry out and cancel promotional campaigns or introduce changes to them without affecting the Customer's acquired rights.
5. While placing an order, the Customer may use a discount code obtained from Asseco Data Systems SA.
6. In the case of overpayment or underpayment, the Customer shall be informed about it using the email address supplied at the time of creating the Customer account.

7. The Customer may decide to credit an overpayment to a purchase in the Online Shop or to have an overpayment refunded.
8. In order to have an overpayment refunded, the Customer has an obligation to send a completed return form in writing to the address:

Zespół Reklamacji Asseco Data Systems SA

ul. Królowej Korony Polskiej 21

70-486 Szczecin

Poland

or to the e-mail address: reklamacje@certum.pl

[Download a Payment Refund Form.](#)

Art. 6 Completion of submitted orders

1. When making a purchase in the Online Shop, the Customer supplies the following data:
 - a) given name and surname as well as company name (in case of entities conducting business activity);
 - b) an address of residence or registered office (in the case of businesses);
 - c) delivery address;
 - d) Unique Taxpayer Reference (VAT ID);
 - e) email address;
 - f) telephone number.
2. Completion of an accepted order starts immediately after the payment is received. In the case that delivery of some Products is delayed, the relevant information will be placed on the webpage showing a relevant Product in the Online Shop.
3. The order status can be tracked in "My orders" tab available through the Customer account that can be accessed from the Online Shop.
4. Ordered Products are delivered to the Customer through a courier company to the delivery address indicated in the order form.
5. VAT invoice shall be issued upon payment of a proforma invoice by the Customer after all goods ordered by the Customer are completed and ready for shipment.

6. The Customer has the possibility to cancel the order until the payment is made. In order to cancel the order after the payment is made, the Customer who is a Consumer must send a statement of withdrawal. [Download a statement of withdrawal from a remote contract](#).

Art. 7 Delivery of ordered Products and shipping costs

1. A list of countries to which Products are shipped is available at <https://shop.certum.eu/payment-shipping>.
2. In the case of Customers who are Entrepreneurs, the benefits and burdens associated with a sold item and a risk of its accidental loss or damage are transferred to the Customer-Entrepreneur at the moment of handing over the Product or Goods to a carrier for delivery.
3. Cost of delivery depends on the quantity of ordered Products and will be indicated in an order summary.
4. Shipping cost is shown in an invoice.
5. The Customer shall check the condition of the shipment at the time of its collection from the courier and make any possible comments on the goods, and if damage or loss of the contents is discovered after the delivery of the shipment the Customer shall notify the Complaints Department of Asseco Data Systems SA not later than 7 days from the date of delivery.
6. The Customer will be charged with transport costs through a VAT invoice in an amount corresponding to a price in the price list of shipments in case a shipment has not been received due to a change of the Customer's correspondence address, returned in the case of an incorrect address, or returned in the case of an unjustified refusal of acceptance without prior notification to the Online Shop about the change of the delivery address of the ordered Product before its shipment.
7. The Seller stipulates that activation codes for certain Products have their individual expiry date, which can be seen before the purchase of a Product (after the selection of an option or variant of a Product) on the Product page at the Online Shop. At the same time, the Seller stipulates that after an expiry date of a specific Activation Code that Activation Code becomes inactive and the Customer is not entitled to make a

claim for a refund of money paid by them or an exchange for a new Activation Code. Furthermore, the Seller is not able to activate an Activation Code for the Customer or extend its expiry date.

Art. 8 Order completion time

1. The delivery time of ordered goods combines the order completion time and the time of delivery by a courier company; however, Asseco Data System SA makes a reservation that the time of delivery by a courier company in the case of delivery outside the European Union may be longer in situations completely beyond the Vendor's control, for example in the case of a customs inspection.
2. A regular time of completion of an order is 7 Business Days, counting from the moment of receipt of a payment made by the Customer. The Customer shall be informed about a change in the time of completion of an order or impossibility of completion of an order by telephone or e-mail.
3. Shipments are delivered by a courier company to the address indicated by the Customer. Delivery time is up to 5 Business Days from a shipping date.
4. The Online Shop is not responsible for a failure to deliver the Product or a delay in its delivery as a result of an incorrect or inaccurate delivery address supplied by the Customer.
5. Electronic services ordered by the Customer are delivered on a date and in the form specified in the Online Shop.

Art. 9 Withdrawal from a remote contract

Cancellation of an order / withdrawal from the contract is possible:

1. In the case of a failure to pay for the ordered Product within 14 calendar days from a date of placing an order.
2. In the case of **the Customer who is a Consumer**, without giving any reason, within 14 calendar days from a date of delivery of the goods on the following terms:
 1. return is possible when the goods are complete, have not been used or destroyed in any way. Goods protected against opening at the factory cannot be returned after the film wrap or securing elements have been removed or

the box has been destroyed. Products must be returned in their original packaging, in an intact condition;

2. in order to return the Product, it is necessary to secure the goods against possible damage during transport and send it with a copy of the proof of purchase and a written statement of withdrawal from the Contract to the address: Zespół Reklamacji Asseco Data Systems S.A. Królowej Korony Polskiej 21, 70-486 Szczecin, Poland.
3. the return of the value of the purchased goods and the shipping costs paid by the Customer will be made by a transfer of funds to an indicated bank account within 14 days from the date of receipt by the Complaint Team of the goods being returned.
3. In case the Customer does not have the status of a Consumer, cancellation of a placed order is possible only if the order has not been paid for within 14 days of a date of placing it. However, in the case of a Customer having the status of an entrepreneur, within the meaning of the provisions of the Act of 6 March 2018 - The Law on Entrepreneurs (Official Gazette of 2018, item 646, as amended), cancellation of a placed order is possible if a placed order does not have a professional nature for the Customer, in particular by reason of the nature of their business, which is made public on the basis of legislation on the Central Register and Information on Business Activity.
4. The return is made at the Customer's expense.
5. The return of the value of the purchased goods and the shipping costs paid by the Customer shall be made by a transfer of funds to an indicated bank account, within 14 days from the date of receipt by the Complaint Team of the goods being returned;
6. The Customer must inform Asseco Data Systems SA about their decision to make a return. For this purpose, a completed return form must be sent in writing to the address – Asseco Data Systems SA, Królowej Korony Polskiej 21, 70-486 Szczecin, Poland or by e-mail to reklamacje@certum.pl;
7. In clearly specific cases, Asseco Data Systems reserves the right to determine the situations in which the Customers are allowed to cancel an order, in which case the

provisions specified in sec. 2 points a) to c) and sec. 4 above shall apply accordingly to return of the Product or Goods.

8. Asseco Data Systems SA may withdraw from the contract due to the Customer's fault, with immediate effect:
 1. in the case that the Customer supplies false data while creating the Customer account;
 2. if the Customer fails to pay a proforma invoice within 14 days from the date of placing an order.
9. The Customer who is a Consumer cannot withdraw from a remote contract in the case of contracts:
 1. for the provision of services, if the entrepreneur has fully performed the service with the express consent of the Consumer, who was informed prior to the performance that after the performance by the entrepreneur they would lose the right to withdraw from the contract;
 2. in which the subject of the performance includes items which, by their nature, become inseparably connected with other items after delivery;
 3. in which the Consumer expressly requested the entrepreneur to come to their place in order to carry out an urgent repair or maintenance; if the entrepreneur provides additional services other than those which the Consumer requested, or provides items other than spare parts necessary to carry out the repair or maintenance, the right of withdrawal shall be vested in the Consumer with respect to additional services or items;
 4. in which the subject of the performance are sound or visual recordings or computer programs delivered in sealed packaging, if the packaging has been opened after delivery;
 5. delivery of digital content which is not recorded on a tangible medium, if the performance began with the Consumer's express consent before the expiry of the withdrawal period and after the entrepreneur informed them of the loss of the right to withdraw from the contract.
10. Irrespective of the rights reserved above, the Customer has the right to cancel an Order in the following cases:

- a) in the case of an Order for a qualified certificate of electronic signature – until the service has been provided, it is until the qualified electronic signature certificate is issued by Certum;
 - b) in the case of an Order for a non-qualified certificate – within 30 calendar days of its issue, provided that the certificate is cancelled by the Customer from the Customer account that can be accessed from the Online Shop in the "management" tab.
- 11. In a situation where the Customer exercises the right specified in sec. 10 above, the Customer sends a request to the email address reklamacje@certum.pl or by mail to the address: Asseco Data Systems S.A. ul. Bajeczna 13, 71-838 Szczecin, Poland, with an annotation "Complaints" subject to the following conditions:
 - a) in the case of the Customer who is a Consumer – the Customer must attach a copy of the proof of purchase together with a written statement of withdrawal from the Contract. After the request has been positively reviewed, a refund of the value of the purchased service and the shipping costs paid by the Customer will be transferred to the indicated bank account within 14 days;
 - b) in the case of other Customers – the Customer must attach a copy of the proof of purchase together with a completed return form. Asseco Data Systems SA makes a reservation that the return of an equivalent of money paid by the Customer not being a Consumer will be performed as soon as possible. Asseco Data Systems SA shall inform the Customer about an estimated date of return upon request.

Art. 10 Warranty for ordered Products

1. Asseco Data Systems SA offers the Customer a warranty for the purchased Products.
2. The warranty is granted:
 - a) for a period of 12 months in the event that the Customer is a natural person, a body corporate or an organizational unit without legal personality doing a business, or

- b) for a period of 24 months in the case of Customers having the status of the Consumer. A warranty period starts on a date of receipt of the Products by the Customer.
- 3. The warranty is carried out in accordance with the complaint procedure specified in Art. 11 of the Terms and Conditions.

Art. 11 Complaint procedure

- 1. All complaints can be submitted:
 - a) by email to the address: reklamacje@certum.pl;
 - b) by fax sent to: +48 91 48 01 223;
 - c) by mail to the address: Asseco Data Systems SA Królowej Korony Polskiej 21, 70-486 Szczecin, Poland with an annotation "Complaints".
- 2. A complaint is registered in a system dedicated to handling complaints under an assigned complaint reference number, and a confirmation of receipt of the complaint together with the assigned reference number is sent to a submitted email address.
- 3. The condition for processing a complaint is that the Customer provides the necessary data as required by the subject of the complaint. A complaint should include:
 - 1. a company name or a given name and surname and the address of the Customer,
 - 2. a title or subject of the complaint;
 - 3. a document confirming the purchase of the product/service which the complaint concerns (order number or VAT invoice number); the right to make a claim in a requested amount in the form of, for example, an invoice or a confirmation of order completion;
 - 4. in the case of returning the payment - a completed and signed return form;
 - 5. a copy of a complaint report, in the case of a complaint for losses or damage of products ordered by the Customer, which occurred during their transport by a transport company (courier);
 - 6. a signature or a signature and a stamp of the Customer, if the application is submitted by mail or fax.

4. In the case of the data referred to in sec. 5 above missing, the Complaint Team informs the Customer on the telephone, by mail or by email about the necessity of completing them.
5. The Customer must complete the missing data or to provide documents within 14 calendar days from the date of notification by the Complaint Team of the necessity to complete the required data.
6. Processing of a Complaint is suspended for a period of 14 calendar days until the Customer completes the necessary data.
7. A complaint is processed within 14 calendar days from the date of its acceptance by the Complaint Team or within 14 calendar days from the date of completion by the Customer of the necessary required data or documents.
8. The Customer is informed by mail, by email or by telephone by the Complaint Team about the decision concerning the submitted complaint.
9. If the Complaint Team does not respond to the submitted complaint within the time limit indicated in sec. 7 above, it shall be deemed to have been accepted in accordance with the Customer's request.
10. The warranty is void if the following is found:
 1. repairs carried out by unauthorized persons, damage or destruction of serial numbers, bar codes marked on the Product;
 2. mechanical, chemical and thermal damage to the Product caused by the Customer (improper use of the Product);
 3. damage to the Product resulting from improper, or inconsistent with the instructions, use, installation, storage, maintenance of the subject of the warranty;
 4. damage to the Product resulting from the use of non-original consumables or the ones inconsistent with the recommendations of the manufacturer.
11. The warranty does not cover:
 1. individual parts or components of the Product except for the whole (complete) Product;
 2. subjects of the warranty the only fault of which is incompatibility;

3. defects and damage to the subject of the warranty caused by Force Majeure (fire, lightning, flood, improper power supply voltage, overvoltage, etc.).
12. The costs of repairs not covered by the warranty, as well as the costs of the inspection as a result of which no reported damage was found, are charged to the Customer.
13. The Customer who is a Consumer under the Act on out-of-court settlement of consumer disputes of 23 September 2016 (Official Gazette of 2016, item 1823, as amended) has the right to take advantage of out-of-court methods of complaint handling and enforcing claims, and specifically they have the right to:
 1. lodge a complaint, among others, through the EU ODR platform available at <https://ec.europa.eu/consumers/odr/>;
 2. submit a request for out-of-court settlement of consumer disputes through the Trade Inspection (Inspekcja Handlowa).

Art. 12 Personal data protection

1. The Customer declares that the personal data provided by them are the Customer's data and were provided voluntarily.
2. The Personal data of Customers may be disclosed to third parties according to the principles set out in the Act on personal data protection to ensure the proper operation of the Online Shop and for the purpose of providing its additional features. Asseco Data Systems SA entrusts the processing of personal data of its Customers to the following entities:
 1. Unity S.A. with its registered office in Wrocław – within the scope of technical support for the Online Shop;
 2. FreshMail Sp. z o.o. with its registered office in Kraków at Al. 29 Listopada 155C – within the scope of using the system used for mailing (group messages).
3. Detailed rules of personal data processing are specified in the Privacy Policy https://www.assecods.pl/wp-content/uploads/privacy_policy_ads.pdf

Art. 13 Amendments to the Terms and Conditions

1. Asseco Data Systems SA reserves the right to amend these Terms and Conditions.

2. Any amendments to the Terms and Conditions come in force and effect not earlier than 7 days after a date of their publication on the website sklep.certum.pl or from a date of sending them to the Customers' email addresses.
3. Orders placed before the date of introducing amendments to the Terms and Conditions are completed on the basis of the provisions of the Terms and Conditions in force on a day of placing an order.

Art. 14 Final provisions

1. To all matters not specifically regulated herein, the relevant provisions of Polish law shall apply, in particular the provisions of the Civil Code and the Act on Consumer Rights.
2. Products presented on the pages of the Online Shop do not constitute an offer within the meaning of the Civil Code, but only an invitation to submit an offer.
3. These Terms and Conditions come into force and effect as of Aug 9th 2021.