

Terms of Service

The following Terms of Service are valid from and last updated on the 18th of June, 2023.

By using our Services, you agree to be bound by these [Terms of Service](#), [Data Processing Agreement](#), [Acceptable Use Policy](#), [Privacy Policy](#) and additional terms and conditions as may be provided to you on our website before you order our Services. These terms and conditions form a legal agreement between you and the Service Provider (Dokobit, UAB) regarding the Service.

If any provisions of these documents may be construed as conflicting with one another, the following hierarchy of precedence shall be followed for purposes of interpreting and applying the provisions of these [Terms of Service](#): (1) first, Special Terms (if any); (2) second, [Data Processing Agreement](#); (3) third, [Privacy Policy](#); (4) fourth, [Acceptable Use Policy](#); and (5) fifth, these [Terms of Service](#). For the avoidance of doubt, the terms ranked first will take precedence over the terms ranked lower above (for example, Special Terms shall take precedence over Terms of Service).

If you are entering into these Terms on behalf of an entity, such as your employer or the company you work for, you represent that you have the legal authority to bind that entity.

As mentioned above, by using our Services, you agree to be bound and enter into a legal agreement, thus **if you do not agree with these [Terms of Service](#), [Data Processing Agreement](#), [Acceptable Use Policy](#), [Privacy Policy](#), you may not use the Services.**

1. Definitions

The following capitalised terms used in these Terms of Service and other documents, which fall under the definition of Terms, shall be defined as follows.

Service Provider, we, Party	Dokobit, UAB , a private limited liability company organised and existing under the laws of the Republic of Lithuania, having its registered office at Paupio street 50-136, Vilnius, Lithuania, legal entity code – 301549834, VAT payer code LT100004499110. The data about the Company is kept and collected by the Register of Legal Entities of the Republic of Lithuania.
Customer, you, Party	Any natural person or legal entity that uses the Services.
Customer Data	Any data uploaded or provided by the Customer. To provide the Services, we store, process and transmit your uploaded documents and information related to them. This data is processed solely in accordance with the directions provided by you (Customer or User). We are acting as a data processor for this information. All this information is stored and processed within the European Union/European Economic Area (EU/EEA).

Confidential Information	All information which is disclosed to or obtained by one party (whether directly or indirectly) from the other, including any and all information relating to the other’s business, Intellectual Property, operations, systems, processes, products, trade secrets, know-how, contracts, finances, plans, strategies, current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the above) whether or not such information is marked as being confidential, but excluding information which is: (i) available to the public other than because of any breach of these Terms of Service; (ii) when supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (iii) independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or (iv) is developed independently of and without reference to any Confidential Information provided.
Intellectual Property	All intellectual property objects such as copyright and other works of authorship (cloud products, technological solutions, updates, data, databases, architecture of the code, software programs, articles and publications, etc.) as well as industrial property (trademarks, patents, designs, trade secrets, etc.) and all moral rights related thereto.
Personal Data	Information relating to an identified or identifiable natural person.
Pricing Plan	Functionality and scope of available features of Services, usage limits and the price. Pricing plans can be found on the website, in the self-service, modal window in the portal, as an opt-in option, in Special Terms. You can choose and change Pricing Plan using the Services online or contacting us by email for the API services. That will not require to resign these Terms. For the avoidance of doubt, the free pricing plan is considered to be a Pricing Plan with zero monthly subscription fee.
User	A natural person granted the Authorisation to use the User Account on behalf of a Customer.
Special Terms	Any particulars, specifications, and conditions by which the Parties have agreed to deviate from these Terms and (or) agree on supplementary conditions as specified in Section 11 of these Terms of Service.
User Account	User profile with file repository connected to the Customer. Each account is only given to one individual for personal access to the service. An individual can have multiple User Accounts (for example, one as a natural person for his (her) personal use and one as an authorised employee of the particular Customer to use the Customer’s account for its internal business purposes).

Services	<p>Services for uploading, signing, storing, managing, archiving documentation, e-signatures and seals (qualified and non-qualified) validation, authentication, processes implementation tools (documents sharing) and other. The Customer and the Service provider may agree on additional and (or) other Services provision. Services can be integrable through API (Application Programming Interface) solutions or provided through the Services portal.</p> <p>Particular functionalities, the scope of the Services and (or) specific conditions on the provision of the Services may be defined in:</p> <ul style="list-style-type: none"> • Standard Service Pricing Plans offered by us on our website and (or) provided to the Customer through other means of electronic communication and accepted (ordered, subscribed) by the Customer; • Specific Services for special pricing offered by us to the Customer on our website and (or) through other means of electronic communication and accepted (ordered, subscribed) by the Customer. For the avoidance of doubt, such specific Services may be provided upon your acceptance (order, subscription) in addition to (on top of) any Services and Pricing Plans already ordered and used by you; • Special Terms agreed upon by the Customer and us. <p>The Services may be provided on a specific term subscription as well as a one-time basis.</p>
Account Administrator	A person who manages the Services for the Customer.
Terms	The latest version of these Terms of Service , Data Processing Agreement , Acceptable Use Policy and Privacy Policy .
Transactions	Any signing, uploading, storing, managing, archiving documentation, e-signatures and seals validation, authentication, use of processes implementation tools (documents sharing) and any other action performed in the use of Services that might be subject to specific quotas and applicable fees.
eIDAS Regulation	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. Service provision

2.1. We will put our best effort to make the Services available to the Customers and Users 24 hours a day, 7 days a week, except for planned downtimes (with advance notice of at least 14 days via e-mail and (or) through the Services). By virtue of these Terms, however, we do not assume any responsibility nor obligation in guaranteeing any specific uptime, service levels or response time rates (such may be agreed upon in the Special Terms entered into between you and us). Should you wish to check our performance regarding the availability of the Services and response times in the past, make sure to visit our uptime monitoring platform at <http://uptime.dokobit.com/>.

2.2. As part of the Services, we may provide qualified trust services as defined in the eIDAS Regulation. In case we provide qualified trust service ourselves as a qualified trust service provider, we shall do that in conformity with the eIDAS Regulation and all other applicable laws and regulations. In particular, as a qualified trust service provider (who is granted the qualified status by the supervisory body – Communications Regulatory Authority of

the Republic of Lithuania), we may provide you with qualified validation service for qualified electronic signature and qualified electronic seal. The laws, policies and standards governing this qualified trust service are:

- eIDAS Regulation;
- Applicable legislation of national law (Law of the Republic of Lithuania on Electronic Identification and Trust Services for Electronic Transactions and other);
- ETSI EN 319 401 General Policy Requirements for Trust Service Providers; other ETSI standards (if applicable);
- Dokobit Qualified Signature Validation Service Practice Statement and Policy with a unique object OID 1.3.6.1.4.1.54720.1.1.

2.3. In case we provide qualified trust services ourselves as a qualified trust service provider (as specified in Clause 2.2 of these Terms), we hereby also duly inform our Customer in advance of the limitations on our liability as specified in the [Qualified Signature Validation Service Practice Statement and Policy with a unique object OID 1.3.6.1.4.1.54720.1.1](#) and Section 5 of these Terms.

2.4. We are not responsible for the availability and quality of services of third parties (such as Mobile-ID, Smart-ID, other electronic signature services or other service providers, being trust service providers or not) although they are essential for the successful provision of Services (ability to sign the document with a particular type of electronic signature, validate the electronic signature and (or) seal, etc.). We will not be liable or responsible for any failure to perform or any delay in performance of any of our obligations under these Terms that is caused by any other act or event beyond our reasonable control, including non-availability of the Service caused by the unavailability of third party Services (as described above), network problems or outages.

2.5. We do not warrant or give any other assurance that the content or functionalities of the Services will meet your requirements or that your personnel will achieve any level of proficiency or skill through the use of our Services. To the extent that the operation of the Services depends on factors outside of our reasonable control, we do not warrant or give any other assurance that the operation of the Services will be uninterrupted or error-free.

2.6. Except as otherwise indicated, the Services are provided “as is” without warranty of any kind, whether expressed or implied, including any implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality, accuracy, adequacy, completeness, currency, correctness, or validity of any information, material or content provided by the User through the Services rests with the User.

2.7. We are constantly innovating, changing, and improving the Services. We retain the right to amend our Services anytime by expanding or narrowing their scope, adding new functionalities, updating user interfaces or altering the Services in any other way at our sole discretion.

2.8. In case of a change having a material adverse impact on Services, we will make commercially reasonable efforts to inform you through the Service and (or) other means of electronic communication. However, we kindly recommend accessing your User Account and Service portal regularly to check for such changes.

2.9. For modifications to the Services that we need to make to meet security, safety, legal or regulatory requirements, we may not be able to notify you in advance.

2.10. You retain the right to terminate the use of the Services anytime as specified in Clause 12.1 of these Terms. Your continued use of our Services after such changes come into effect constitutes your binding acceptance of such changes.

2.11. If the Customer is a natural person, he (she) shall use Services for personal use only. If the Customer is a legal entity, it shall use the Services strictly for the Customer’s own internal business purposes. Customer shall not in

any circumstances whatsoever resell the Service unless a separate partnership agreement is concluded between Dokobit and the Customer, in which case the Customer becomes a partner and the terms of partnership become applicable. Reselling of the Service shall, among other things, entail the Customer's use of the Service, so it is integrated as part of the Customer's service or product sold to the third persons (for example, document management system and (or) customer relationship management (CRM) software with integrated Services for e-signing).

2.12. We highly respect the confidentiality of Customer Data (uploaded by you). We have no obligation to monitor any content uploaded through the Services. Therefore, we will not access, check, or read any Customer Data. We may do that only in very exceptional and strictly limited cases as specified in Clause 6.5 of these Terms.

2.13. The Customer is also prohibited from uploading, posting, transmitting, or otherwise making available through the Services any content that (i) the Customer knows or reasonably should know is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or (ii) the Customer does not have a right to make available under any applicable law or contractual or fiduciary relationships, or that infringes any patent, trademark, trade secret, copyright or other proprietary rights.

2.14. Furthermore, the Customer shall not (i) upload, post, transmit, or otherwise make available any content or information designed to interrupt, interfere with, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) reverse engineer, modify, adapt, or hack the Services, or otherwise attempt to gain unauthorised access to the Services or its related systems or networks; (iii) use the Services in violation of applicable laws; or (iv) access the Services with the purpose to build a competitive product or platform.

2.15. In our sole discretion, we may revoke or deny access to any User violating or under our commercially reasonable belief may violate the terms of Sections 2.11, 2.13, 2.14. The Customer acknowledges and agrees that any breach of these terms and conditions by any of its Users will be deemed a breach by the Customer.

2.16. Concerning Sections 2.11, 2.13, 2.14 hereof, the Customer shall defend and indemnify the Service Provider against any "Indemnified Claim", meaning any third party claim, suit, or proceeding arising out of, related to, or alleging:

(i) infringement or violation of a copyright, trademark, trade secret, privacy, or confidentiality right by written material, images, logos, or other content uploaded through the Services;

(ii) that use of the Services through Customer's account harasses, defames, or defrauds a third party or violates applicable legal acts;

(iii) exposure or disclosure of personally identifiable information or other private information input through the Services from the Customer's account (whether such data belongs to the Customer, to one of the Customer's customers or Users, or to other third parties);

(iv) any loss of or damage to real or tangible personal property, caused by the act or omission of Customer or of any of its agents, subcontractors, or employees.

This indemnification obligation is subject to you receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defence or settlement of such claim and (iii) all reasonable necessary cooperation by us at your expense.

2.17. The Customer warrants that no director, director nominee, executive officer, employee or to the knowledge of the Customer, no agent, affiliate or other persons acting on behalf of the Customer is a person that is, or is for 50% or more owned or otherwise controlled by a person directly or indirectly subject to sanctions or restrictive measures set out by the Republic of Lithuania, the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”), the U.S. Department of State, the United Nations Security Council, the European Union or His Majesty’s Treasury (collectively, “Sanctions”).

2.18 We shall not provide any services and shall not be liable to pay any sums or provide any benefit or coverage to the Customer or User to the extent that the provision of such services, payment of such sums or provision of such benefit or coverage would breach or expose us to any enforcement or other adverse action under such Sanctions.

3. Pricing & Payments

3.1. We offer both free and paid Services. If you order paid Services, you agree to pay the fees within the terms quoted to you when you order particular Services.

3.2. The prices, features, data storage capacity, limits and other functionalities of the Services depend on the type of Services that you order and (or) changes to the Services instigated by your Account Administrator. We offer the following types of Services:

(i) Services as per the Pricing Plan and (or) Service package;

(ii) individual/custom Services (or features thereto) that we offer for special agreed pricing, including integrable API solutions.

3.3 Pricing Plans and (or) any other payments are explicitly published and presented for your choice before subscribing to any particular Services. For the avoidance of doubt, Pricing Plan and (or) pricing conditions may be subject to specific Service usage limitations. Deviations from the Pricing Plan and (or) other pricing conditions arise and may result in, for example, the following:

(i) if you add additional User Accounts, we may charge the applicable amount for each additional User Account;

(ii) if you perform more Transactions than are included in your Pricing Plan, we may charge for additional Transactions;

(iii) if you use more data storage exceeding provided limits (if any), we may charge for additional storage space.

3.4. If you have selected a Pricing Plan with a monthly subscription, you may switch to another Pricing Plan with a monthly or annual subscription at any time. If you have selected a Pricing Plan with an annual subscription, you may switch to a Pricing Plan with:

(i) another type of annual subscription – at any time;

(ii) monthly subscription – at any time, yet such change shall come into force from the end of the annual subscription period.

3.5. We reserve the right to change our Prices and/or change or discontinue any Pricing Plan at the subscription renewal date. For Enterprise Plans or API services, changes can also be applied with 3 months' notice.

3.6. Individual/custom/additional Services (or features thereto) may be presented for your choice on our website, social media accounts, offered to you via e-mail and (or) other means of electronic communication as one-time and (or) additional features to other Services that you are already subscribed to (if any). Should you wish to purchase any such custom Services or features, you will be charged a fee following in that case applicable pricing method quoted to you when selecting and ordering the specific Service (feature). Your Account Administrator may order any such custom Services (features) in addition to the Services that you are already subscribed to. All such changes will be seen in your User Account and that will not require Parties to change and (or) renew any Special Terms. In this case, the fee charged for the individual/custom/additional Service (feature) will be combined and quoted to you in the following invoice for the Services.

3.7. Fees for the integrable API solutions that you have selected for your organisation are charged monthly for the preceding month of the use of the Services.

3.8. We provide one-time, monthly and annual subscriptions (if applicable) to our Services:

(i) One-time Service – as a rule, you will be charged in advance for the Services, except for cases where you are already subscribed to some other Services as indicated in Clause 3.6 of these Terms;

(ii) Monthly subscription – the billing period will be one month and **will automatically renew** unless you cancel it at least 1 business day prior to the renewal date;

(iii) Annual subscription (if applicable) – the billing period will be one year and **will automatically renew** each year on the anniversary unless you cancel it at least 1 business day prior to the renewal date.

3.9. Payment term for the subscribed Services (except for the Services which you will be charged in advance) is 30 (thirty) calendar days after the receipt of the corresponding invoice via the Service portal and (or) e-mail. Late payments for the Services shall accrue interest at a rate of 0,02% per day of delay calculated off the outstanding amount of debt. Interest hereof shall be calculated automatically from the first day of delay. We are not required to additionally notify and (or) warn you that the interest will be calculated for late payments.

3.10. If you downgrade the Services (for example, to a less expensive plan or free Services, if applicable to you), we will store your Customer Data exceeding the data storage quotas of the Services (applicable to you) for 6 (six) calendar months thereafter. We will send you a notification to download all your Customer Data at least 5 (five) business days prior to the Customer Data deletion.

3.11. You may cancel your monthly subscription for Services at any time, which will be effective immediately. You may cancel your annual subscription for Services before the end of the period already paid for, which will be effective immediately, only in the event of a change of Terms or the provision of Services to the detriment of the Customer. In case of cancelling your subscription, you will retain access to the Services through the remainder of the period already paid for. However, by accepting these Terms, you confirm your understanding that after you pay for the Services, they are deemed to have been provided to you in full without delay. Therefore, you are not entitled to any partial refunds or credits.

3.12. After the cancellation of the subscription, the use of Services through the remainder of the period already paid for is subject to the same Transactions' quotas that were applicable to your subscription before cancelling. Any excess of such quotas will be charged directly on your added card, in the provision of invoice or otherwise as most convenient in that case.

4. Security and Personal Data

4.1. We have implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risks presented by the processing, particularly protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Data. Likewise, we have stringent internal procedures in place that help us prevent and minimise the impact of security incidents and inform stakeholders of the adverse effects of such incidents if any. Our business operations, internal systems, development and support processes comply with ISO/IEC 27001 standard for information security.

4.2. Being a qualified trust service provider (for qualified validation service, qualified electronic signature and qualified electronic seal), we fully comply with standards and requirements for such trust service providers.

4.3. We are fully compliant with the Law on Cyber Security of the Republic of Lithuania. We have adopted a plan for cyber incident management in critical information infrastructures approved by the National Cyber Security Centre of Lithuania and perform regular tests of the functioning of measures intended for the management of cyber incidents in critical information infrastructures.

4.4. Our [Privacy Policy](#) explains how and for what purposes we collect, use, retain, disclose, and safeguard the Personal Data you provide us with. By entering into these Terms you confirm to have reviewed and agree to be bound by the terms of our [Privacy Policy](#).

4.5. You are responsible for any and all activities that occur in your User Account. A User Account can also be provided by the Account Administrator responsible for the control of the Customer's User Accounts.

4.6. Account Administrator can add additional User Accounts, cancel or suspend access to the Services, manage document permissions and access all Customer Data and Personal Data. Actions performed by the Account Administrator may result in changes to the access, use, disclosure, modification or deletion of certain or all Customer Data and (or) Personal Data.

4.7. All actions performed by the User or Account Administrator are logged and visible in an audit trail.

4.8. If a person proven to be acting on behalf of the Customer asks us to replace an Account Administrator, we will only make the change if we are lawfully obliged to do so or if it is requested by the Customer. In such case, we might ask you to provide us with evidence proving that a person has a right to act on behalf of the Customer.

5. Limitation of liability

5.1. Civil liability of the Service Provider shall arise only upon the existence of the fault.

5.2. We do not assume any liability arising out of or related to these Terms for any loss of use, lost or inaccurate data, lost profits, failure of security mechanisms, interruption of business, costs of delay, or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of the possibilities of such damages in advance.

5.3. Except if otherwise stated in these Terms, we are not liable for any loss or injury of the Customer or its Users arising out of or caused, in whole or in part, by (i) Customer's or its Users' use or application of the knowledge gained from the Services, (ii) any computer virus not originating from the Services, or (iii) any unauthorised use of the Services by Customer or by any of its Users as described in these Terms.

5.4. Our aggregate liability to the Customer arising out of or related to these Terms will not exceed the amount actually paid by you to us under these Terms in the 12 (twelve) months immediately preceding the claim. As we offer both free and paid Services, you acknowledge that our aggregate liability will be limited to zero if you use

Services for free and therefore, we will not compensate any losses except for damages resulting from our wilful misconduct or gross negligence as specified in Clause 5.7 thereof.

5.5. Notwithstanding the general liability money cap indicated in clause 5.4 above, our qualified trust services might be subject to specific limitations on our liability as specified in the [Qualified Signature Validation Service Practice Statement and Policy with a unique object OID 1.3.6.1.4.1.54720.1.1](#). Our qualified validation service provides validation reports with different limitations on our liability, which depend on the document values. Such limitation shall be stated in each validation report generated by our qualified validation service. Any of such limitations shall not eliminate any other limitations indicated in these Terms (on types of damages, fault and other).

5.6. You agree that the waivers and limitations specified in Section 5 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in these Terms is found to have failed its essential purpose.

5.7. Nothing in these Terms should exclude or in any way limit our liability for damages resulting from wilful misconduct (intentional fault) or gross negligence. Also, our liability cannot be limited in other cases and to the extent where imperative norms of applicable law clearly forbid such limitation: death or personal injury caused by defects of the Services; non-pecuniary harm; other (if applicable).

6. Proprietary rights

6.1. We and our licensors have and retain all rights, titles, and interest in our Intellectual Property used for the provision of Services. Our Services qualify as Software as a Service (SaaS) and are offered on limited access and non-exclusive basis; no ownership rights and (or) Intellectual Property licenses are conveyed to the Customer, irrespective of the use of terms such as “purchase” or “sale”. Our Intellectual Property may be used by third parties only if written approval has been acquired from us prior to any such uses for any purpose.

6.2. We also own all aggregated statistical data derived from the operation of the Services, including, without limitation, the number and types of any Transactions and any other statistical data associated with the use of our Services as well as the performance results for the Services. Nothing herein shall be construed as prohibiting us from utilising such aggregated statistical information for the purposes of operating our business, provided that our use of aggregated statistical information will not reveal personal information and (or) information identifying the particular Customer to any third party.

6.3. Only upon receiving your permission, we may identify you as a customer of ours on our websites and in other marketing materials. Upon such permission, we may also display your trademarks, service marks and (or) logos in our marketing materials to identify you as a customer.

6.4. All Customer Data is irrevocably deemed the exclusive property of the Customer. We irrevocably waive any and all claims to any and all Customer Data.

6.5. We shall take reasonable steps to ensure that Customer Data is not accessed nor checked by anyone, including us. We have no obligation to monitor any content uploaded through the Services. Only in exceptional cases (e. g. when a court order and (or) order of competent authority is issued) or if it is explicitly required by the Customer to provide necessary technical support, the authorised personnel that are under strict obligations of confidentiality on strictly “need to know” basis may access Customer Data. Such access, however, shall be extremely limited to solely serve the purpose thereof.

6.6. We may only disclose Customer Data to the extent required by law or court orders, but we will use our commercially reasonable efforts to notify you where permitted to do so.

6.7. We may also duplicate Customer Data for backup purposes necessary for the implementation of the Dokobit business continuity plan. In this regard, we make sure that the security of the duplicated datasets is at the same level as of the original datasets. We ultimately delete the backed-up Customer Data within no longer than 7 days from the day you have deleted the respective Customer Data from our database.

7. Modifications

7.1. The latest version of all the documents of the Terms are enclosed in these Terms of Service. Yet, we reserve a right to modify the Terms at any time at our sole discretion.

7.2. Unless explicitly stated otherwise, you agree that any modifications of Terms will be communicated to you through the Services and (or) via e-mail, including in the provision of the link to the new version of these Terms 30 days in advance. Via the accordingly provided link, you will find and be able to download the respective new version as well as all other versions of the Terms indicated by date.

7.3. Your continued use of our Services after such changes come into effect constitutes your binding acceptance of such changes. Please check these Terms online (through provided links in these Terms) periodically for changes.

8. Confidential information

8.1. If you and Dokobit do not have an effective non-disclosure agreement in place, the Parties agree to not disclose Confidential Information received from the other Party, except as required by law.

8.2. During and after the Service provision, the party receiving Confidential Information will: (a) use the Confidential Information of the other party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors, consultants and service providers who are under confidentiality obligations at least as restrictive as those contained in these Terms; and (c) protect such Confidential Information from unauthorised use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. Notwithstanding the foregoing, you expressly authorise Dokobit to use and process the Customer Data as described in our [Privacy Policy](#).

8.3. If Dokobit is required by law to disclose Confidential Information, we will use our commercially reasonable efforts to notify the Customer before making the disclosure, unless prohibited from doing so by the legal or administrative process.

9. Force Majeure

9.1. We shall not be liable for non-execution or partial non-execution of the obligations undertaken hereof if it was caused by extraordinary circumstances, which we could not foresee, prevent or eliminate by any means (force majeure circumstances). In such a case, the execution period of our obligations as per these Terms shall be extended until force majeure circumstances are no longer prevalent.

9.2. We shall notify the Customer about the existence of force majeure circumstances within 5 (five) calendar days after their appearance and present evidence that we have undertaken all reasonable measures and precautions to reduce any potential expenses or negative consequences. We will also notify the Customer when the ground for non-execution of obligations disappears.

9.3. In the case of force majeure circumstances, we shall set and provide the Client with possible terms for the execution of our obligations.

10. Governing law

10.1. These Terms of Service shall be made and interpreted according to the laws of the Republic of Lithuania. Under Article 6(2) of the Rome I Regulation a consumer may also enjoy the protection of the mandatory provisions of the law that would be applicable in the absence of this provision.

10.2. Any disagreements and disputes arising between the Customer and Service Provider regarding these Terms of Service shall be settled by means of amicable endeavours of both Parties. If the agreement cannot be reached, all the unsettled disputes, disagreements and demands arising from these Terms of Service or related to them, their violation, cancellation or validity, shall be solved in the competent court of the Republic of Lithuania.

10.3. The terms of the United Nations Convention on Contracts for the Sale of Goods shall not apply to these Terms of Service.

11. Special Terms

11.1. The Customer and Service Provider may agree upon Special Terms which deviate from these Terms. Any such agreement must be signed by authorised representatives of both Parties and will have precedence over these Terms.

12. Termination

12.1. **Termination for convenience.** You may stop using the Services as well as terminate the Services (in the case of an existent subscription) and contractual relationship (agreement) with us anytime for any reason via your User Account on our Service portal or upon written and signed (by qualified or advanced e-signature) notice to us by e-mail. Upon any such termination (i) you will not be entitled to a refund of any pre-paid fees and (ii) if you have not already paid all applicable fees for the then-current subscription term or related services period (as applicable), any such outstanding fees will become immediately due and payable, with interest applicable as per Section 3.9 of these Terms.

12.2. We reserve the right to terminate the provision of the Services and therefore contractual relationship (agreement) with any Customer by informing Customer with a minimum notice of 6 months. In such a case, Customer who had pre-paid Services with a remainder that exceeds the term of our prior notice will receive a refund for the months during which the Services were not provided.

12.3. **Termination for cause.** Either Party may terminate the Services and therefore contractual relationship (agreement) upon written notice via Service portal or by e-mail with immediate effect if the other Party (i) fails to cure (if curable) any material breach of these Terms within thirty (30) days after notice; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that Party (and not dismissed within sixty (60) days thereafter). For the purposes of interpretation of this section, failure to pay on time for the Services (in cases it needs to be paid not in advance, however on monthly or another timely basis, including fees for excess of applicable Transactions' quotas, regardless if Services are in use after subscription cancelling through the remainder of the period already paid for) shall be deemed as a material breach with an ability to cure it within the specified term above. However, iterative infringement of payment terms (3 (three) times or more during the Service subscription term) shall result in material breach of these Terms with legal consequences described and indicated above.

12.4. In addition to termination for cause specified in Section 12.3 of these Terms, we reserve the right to stop the provision of Services immediately and then terminate the contractual relationship (agreement) upon written notice via Service portal or by e-mail with immediate effect, if a Customer or a User:

12.4.1. commits any breach of the terms of Sections 2.11, 2.13, 2.14 of these Terms;

12.4.2. commits any breach or violates our [Acceptable Use Policy](#);

12.4.3. is, in accordance with Section 2.17, subject to any sanctions or restrictive measures as set out by the Republic of Lithuania, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), the U.S. Department of State, the United Nations Security Council, the European Union or His Majesty's Treasury.

12.5. Termination as per Section 12 shall result in the restriction of your access to our Services. All of the Customer Data stored on our Service portal shall be downloaded by the Customer prior to the day of the termination of Services hereof.

12.6. With exception to the Customers with active subscriptions, we reserve the right to terminate the Services and contractual relationship (agreement) with you and delete your User Account and Customer Data upon informing the Customer as stated in Section 13 of these Terms.

13. Unused account removal

13.1. After two (2) years of inactivity in your User Account, your User Account and the Customer Data on such accounts will be removed by us. We will do commercially reasonable efforts to notify you about the upcoming account deletion in advance. You will not be able to restore data from the deleted accounts as we will remove data from all our systems.

13.2 The User Account retention policy as set out in this Section 13 only applies to inactive free Service Portal accounts and does not affect paid accounts (Professional, Business, Enterprise or Universal API/Portal API).

13.3. We will consider your User Account inactive (unused) if you do not log in to the User Account for two (2) years.

14. Miscellaneous

14.1. We will start providing you with the Services instantly after you order the Services, regardless of whether the subscription fee (if any) is already paid and received or not. The creation of a User Account for the Customer with a dedicated storage place on the Service portal is an actual provision of Services. In case the Customer is a consumer, the Customer explicitly agrees to this. The Customer as a consumer understands, acknowledges and agrees that he (she) will lose the right to cancel a purchase within 14 calendar days after the purchase was made.

14.2. You may only transfer your rights or obligations under these Terms to another person if we agree in writing.

14.3. All notices provided by us to you shall be provided via the Service portal or by e-mail except for cases where it is explicitly expressed or established otherwise. All notices and communications provided hereunder shall be deemed duly given on the date of delivery via the abovementioned electronic communications.

15. Contact us

15.1. If you have any questions, concerns or complaints about these Terms of Service or Services, you may contact our Support Team via e-mail at support@dokobit.com. We will respond to your query no later than within 30 calendar days.

15.2. If you are dissatisfied with our response to your query, you can always submit a complaint to the Communications Regulatory Authority of the Republic of Lithuania via e-mail at rrt@rrt.lt (internet site <https://www.rrt.lt>), the State Consumer Rights Protection Authority via e-mail tarnyba@vvtat.lt (internet site <http://www.vvtat.lt>) or through the EU's platform for the online dispute resolution accessible via the Internet address <http://ec.europa.eu/consumers/odr/>, in case you qualify as a consumer.