Terms of Service

The following Terms of Service are valid from and last updated on May 25, 2018.

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 a Service. If any provisions of those documents cannot be read in any manner other than a one that produces an irreconcilable conflict between or among them, the following hierarchy of precedence will control for purposes of interpreting and applying the provisions of these Terms of Service: (1) first, additional terms and conditions as may be provided to you on our website; (2) second, Data Processing Agreement; (3) third, Privacy Policy; (4) fourth, Acceptable Use Policy; and (5) fifth, these 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. If you do not agree with these Terms of Service, Data Processing Agreement, Acceptable Use Policy, 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.

Definitions

Service Provider, we	Dokobit, UAB Paupio st. 46, Vilnius, legal entity code – 301549834, VAT payer code LT100004499110, State Data Protection Inspectorate, Register of personal data controllers, identification code – P5693.

Customer, you	Any private or legal entity that uses Services.
Customer Data	Files and any other digital data and information uploaded to the Services by the Customer.
Personal Data	Information relating to an identified or identifiable natural person.
User	A natural person granted the Authorization to use the User Account on behalf of a Customer.
Data	The website, system, platform and all content, services and/or products available on or through the platform provided by the Service Provider.
Special Terms	Any particulars, specifications, and conditions by which the parties have agreed to deviate from these Terms.
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.
Account Administrator	A person who manages Services for a Customer.

Terms	The latest version of these terms and conditions for use of the Services, incl. [Data Processing Agreement](#), [Acceptable Use Policy](#), and [Privacy Policy](#).
Reseller	A third-party entity that resells our Services to Customers and bills such Customers directly.

Service Provision

We will make 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 to Users).

We shall be responsible for the compliance of document signing and electronic identification procedures and used standards with Regulation (EU) No 910/2014 (eIDAS).

We shall support only qualified trust service providers in our Services, which meet the requirements set forth for qualified services providers under the Regulation (EU) No 910/2014 and are properly listed in the EU trusted lists.

Pricing & Payments

We offer both free and paid Services. If you choose to subscribe to paid Services, you agree to pay the fees as quoted to you when you purchase particular Services.

The prices, features, data storage capacity, limits of the Services depend on the pricing plan selected by you as well as any changes instigated by the you. Pricing plans are explicitly published in our Services before subscribing to the Services. For example:

- if you add additional User Accounts, we may charge the applicable amount for each additional User Account;
- if you use more signatures than are included in your Pricing Plan, we may charge for additional signatures;
- If you exceed the given document storage capacity, we may charge for additional storage.

We provide both monthly and annual subscriptions to the Pricing Plans:

- 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.
- Annual subscription – 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.

If you have selected a pricing plan with a monthly subscription, you may switch to another Pricing Plan with monthly or annual subscription at any time. If you have selected annual subscription, you may not change your pricing plan to a monthly subscription, cancel, choose another pricing plan until the end of the one-year term of your annual subscription

We do not represent or warrant that any particular pricing plan will be offered indefinitely, and reserve the right to change the prices for or alter the features and options of our pricing plans without prior notice. Such changes will not automatically apply to existing subscriptions.

If you downgrade to free Services, we will store your Customer Data exceeding the quotas of the free Services for six calendar months thereafter. We will send you a notification to download all your Customer Data at least 5 business days prior to Customer Data deletion.

You may cancel your subscription at any time, which will be effective immediately. You will retain access to the Services through the remainder of the period already paid. We do not provide refunds or credits for any partial months or years.

If you purchased access to the Services through a Reseller, the terms of the pricing plan and payments are set forth in the agreement with your Reseller.

Security and Personal Data

Our [Privacy Policy](#) explains how and for what purposes we collect, use, retain, disclose, and safeguard the data you provide us. You agree to review the terms of our [Privacy Policy](#).

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 who is responsible for the control of Customer's User Accounts.

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.

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

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 circumstances where the Account Administrator cannot make the change and after being provided with evidence of the Account Administrator inability to make the change.

Limitation Of Liability

We are not liable for any Service failures or software bugs and do not cover any of the cost associated with such events, direct or indirect losses or loss of profits and do not compensate for any possible inconvenience that Customer might incur.

Intellectual Property Rights

Our trademarks, such as logos and brand name, may be used by third parties only if written approval from us has been acquired prior to any such usages in publications and websites.

Modifications

We reserve the right to modify these Terms of Service at any time at our sole discretion. Unless explicitly stated otherwise, such modifications will be communicated through the Services 30 days in advance. Please check these Terms periodically for changes. Your continued use of our Services after such changes come into effect constitutes your binding acceptance of such changes.

Force Majeure

We shall not be liable for non-implementation or partial non-implementation of the obligations undertaken hereby if it was caused by extraordinary circumstances, which we could not foresee, prevent or remove by any means (Force majeure circumstances). In such a case the implementation period of the Service Provider's obligations shall be extended.

We shall notify the Customer about the force majeure circumstances within 5 (five) calendar days after their appearance and it shall present the evidence that we have undertaken all the reasonable measures and precautions to reduce the expenses or negative consequences.

Besides, we shall set possible terms for implementation of obligations. The notice is also required when the ground for non-implementation of obligations disappears.

Governing Law

These Terms of Service shall be made and interpreted according to the laws of the Republic of Lithuania.

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 the 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.

Special Terms

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.

Termination

You may stop using the Services anytime.

We reserve the right to terminate the provisioning of Services or hand over provisioning of Services to any third-party by informing Customers with a minimum notice of 6 months. In such case, Customers who have purchased Services that extend the notice will receive a refund for the months of Services which were not delivered.

We reserve the right to terminate Services immediately, without a notice, if a Customer or a User commits any breach of these Terms of Service or violates our Acceptable Use Policy.

With exception to the Customers with active subscriptions, we reserve the right to cancel and delete your User Account and Customer Data if you haven't accessed the Service for more than 12 consecutive months.

Contact us

If you have any questions, concerns or complaints about these Terms of Service, you may contact our Support Team via email at support@dokobit.com.