



**Terms of Use – Validation  
Services Nitro Software  
Belgium NV**

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## 1. General

These Terms and Conditions (hereafter “**Terms**”) are applicable to the validation services (hereafter “**Validation Services**”) provided by Nitro Software Belgium, a Belgian company with registered offices at Wapenstraat 14, bus 301, 2000 Antwerp, Belgium.

These Terms are intended for parties relying on Nitro Software Belgium’s Validation Services as regulated under:

- the EU Regulation 910/2014 on electronic identification and trust services for electronic transactions in the internal market (hereafter “**Regulation**”);
- and under Book XII, Title 2 of the Belgian Code of Economic Law (“*Wetboek Economisch Recht*”).

These Terms are only applicable in case no separate agreement exist between Nitro Software Belgium and the user concerned. The Terms can be amended in writing between Nitro Software Belgium and the user.

## 2. Conformity

The Validation Services provided by Nitro Software Belgium were audited by an external conformity assessment body (LSTI) in accordance with the Regulation and certifying conformity against article 32 of the Regulation and all applicable sections from ETSI TS 119 102 and ETSI TS 319 401.

## 3. Validation Services

The Validation Services provided by Nitro Software Belgium validate electronic signatures on several levels. The Validation Services check each electronic signature for the application of e-seals, and certifications and confirms whether the electronic signature constitutes a qualified, advanced or basic electronic signature. By means of the Validation Services, the user knows whether an electronic signature is valid or not.

The Validation Services generates a report upon request of the user, including the specifications of the electronic signature concerned.

The Validation Services can also be used by persons with disabilities by means of appropriate publicly available software tools designed for such purposes. The latest documentation and policies applicable to the Validation Service can always be found on the following location:



Applicable Documents and Policies	Link
Term of Use – Validation Services	<a href="https://45424130.fs1.hubspotusercontent-na1.net/hubfs/45424130/Legal%20Documents/terms-of-use-validation-services.pdf">https://45424130.fs1.hubspotusercontent-na1.net/hubfs/45424130/Legal%20Documents/terms-of-use-validation-services.pdf</a>
Nitro - Signature Validation Service Policy – Unique identifier: 1.2.528.56.10 04.3.1.1.1 (OID)	<a href="https://45424130.fs1.hubspotusercontent-na1.net/hubfs/45424130/Legal%20Documents/Nitro%20Signature%20Validation%20Service%20Policy%20Version%203.2.pdf">https://45424130.fs1.hubspotusercontent-na1.net/hubfs/45424130/Legal%20Documents/Nitro%20Signature%20Validation%20Service%20Policy%20Version%203.2.pdf</a>
Nitro - Signature Validation Service Practice Statement - Unique identifier: 1.2.528.56.10 04.3.1.1 (OID)	<a href="https://45424130.fs1.hubspotusercontent-na1.net/hubfs/45424130/Legal%20Documents/Trust%20Service%20Practice%20Statement%20Version%203.1.pdf">https://45424130.fs1.hubspotusercontent-na1.net/hubfs/45424130/Legal%20Documents/Trust%20Service%20Practice%20Statement%20Version%203.1.pdf</a>

Retention period of the transactions and the logs:

Type	Retention Period
Transactions (document)	30 minutes by default. Can be configured.
Transaction (validation report)	Not stored
Application logs	365 days
Audit logs	365 days



## 4. Availability of the Validation Services

Nitro Software Belgium shall use its best efforts to ensure an availability of the Validation Services of 99.5%, during Business Days. (Business Day means a normal working day from 8.30 am to 5.30 pm CET from Monday to Friday excluding Belgian holidays).

## 5. Limitation of use of the Validation Services and subscriber obligations

The Validation Services may only be used by users which have explicit consent of Nitro Software Belgium (or by Nitro Software Belgium's partners) to do so, and to the extent as set out in these Terms or any other applicable documentation that was made available to the user. The Validation Services may only be used in relation to certificates, e-seals and electronic signatures which are recognised by Nitro Software Belgium.

In case a certificate, e-seal or electronic signature was not recognised when using the Validation Services, an error message will pop up. Such error message shall in no way constitute a statement from Nitro Software Belgium in respect of the validity of the electronic signature, certificate or e-seal concerned.

Subscribers are obliged to maintain confidentiality of passwords and applicable credentials to use the Validation Services and promptly communicate Nitro Software Belgium any circumstance raising suspicion or risk of them being compromised.

## 6. Liability

Nitro Software Belgium shall be liable for damage caused intentionally or negligently to any natural or legal person due to a failure to comply with the obligations under the Regulation, under the condition that the user of the Trust Services uses the Trust Services as set out in these Terms or any other relevant documentation that was made available to them by Nitro Software Belgium .

The burden of prove in respect of any damages, shall be as set out in article 13 of the Regulation.

## 7. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of Belgium and are submitted to the exclusive jurisdiction of the competent courts of Antwerp, department Antwerp.



## 8. Dispute Settlement

Disputes related to Trust Services provided by Nitro Software Belgium shall be settled initially through a conciliation procedure, during which both Parties shall in good faith negotiate solutions in respect of any disputes arising. Nitro Software Belgium's ISMS Security Committee shall be responsible for handling such conciliation procedure. If the specific complaint is not settled within thirty (30) days of the commencement of the conciliatory process, the Parties may refer the dispute to the appropriate courts of Antwerp, department Antwerp.

## 9. Contact

In case of any questions concerning the Terms, users can contact the Nitro Software Belgium's ISMS Security Committee via the contact form on the Nitro Software Belgium's website at <https://www.gonitro.com/support> or via e-mail at [tsp-board@gonitro.com](mailto:tsp-board@gonitro.com) or via the address below:

### **Nitro Software Belgium NV**

Attn. ISMS Security Committee

Wapenstraat 14/301

2000 Antwerp

Belgium

