

25 November 2019

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www.cdiploma.com

cDiploma APPLICATION TERMS AND CONDITIONS

Available functions, protection of personal data, license terms

Dear User!

Thank you for downloading the cDiploma Application.

Before you use the Service, please read the Terms and Conditions. They explain the manner and principles of operation of the Service, and also contain important information about your personal data and safe use of the Service.

§1 DEFINITIONS

1. **“Application”** – mobile application – the cDiploma application for mobile devices.
2. **“VERIORI SA”** – the owner of the Application – Veriori Spółka Akcyjna with its registered office at ul. Aleje Jerozolimskie 142B, 02-305 Warsaw (Poland), entered into the register of enterprises kept by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register, under KRS No. *[National Court Register No.]* 0000717939, NIP No. *[Tax ID No.]* 7010801662, REGON No. *[Statistical ID No.]* 369471720, e-mail: info@veriori.pl, <https://pomoc.veriori.pl>, tel: +48 (22) 188-52-91, fax: +48 (22) 188-52-93.
3. **“User”** – a person who uses the Application on a mobile device; it is a person who uses the Application without registration.
4. **“Terms”** – these Terms and Conditions.

§2 GENERAL INFORMATION

1. The Terms of the Application are made available free of charge in the Application, on the website www.cdiploma.com in PDF format, which allows their downloading, recording and printing.
2. The Application includes registered trade names and trademarks of the respective entities. They are used only for unambiguous product identification.
3. Veriori SA has the rights to the logotype and name of the Application which are protected by law. It is prohibited to use them for any purpose without the prior consent of Veriori SA. The User also undertakes not to reproduce, copy or use information, data or other elements of the Application owned by or licensed to Veriori.

4. The Application may contain advertising, promotional or marketing materials, including links to websites or services provided by third parties and other entities.

§3 ACCOUNT-RELATED SERVICES

1. In the Application, a service of authenticity verification is available, enabling detection of counterfeit diplomas and certificates, and verification of the authenticity of diplomas and certificates which contain markings generated by the issuers of documents through the cDiploma system. Verification is done by scanning a 2D code from the cDiploma system dedicated to creators of documents who decided to secure them with cDiploma authenticity markings.

§4 REGISTRATION AND USER

1. No registration is required to use the Application.
2. By installing the Application on his/her device and by using it, an unregistered User accepts the Terms and the Privacy Policy.
3. A natural person who has legal capacity to accept the Terms and the Privacy Policy may be the User; if a person does not have such legal capacity because he/she has not reached the legal age to give consent, the person should obtain prior consent of his/her legal guardian to install and use the Application.
4. The Users' personal data are controlled, processed and secured in the manner described in the Privacy Policy, which the User must accept in order to use the Application.

§5 USAGE AND PAYMENT

1. The Application can be downloaded and used for free. The use of data transfer or voice call services by the User in connection with the download or use of the Application may result in fees charged by the mobile provider that provides telecommunications services to the User.
2. The Application can be used on smartphones with the Android or iOS operating system, Internet access and the cDiploma application installed on them. The minimum hardware requirements for comfortable use of the System are an Internet connection speed of 256 kbps and the disk space necessary to install the mobile Application on the device.
3. In order to verify a diploma or a certificate, the User must grant the Application permission to access the camera on his/her mobile device.
4. The User may voluntarily grant the Application permission to access the GPS location of the verified document.

5. If the User does not give permission to the access to the location via GPS, the Application may access the location based on the IP (because it is important for the purposes of data analysis), to which the User agrees by accepting the Terms.
6. Veriori informs that it may be necessary for the User to accept the content or terms of third parties, such as operators of application stores, to download the cDiploma Application.
7. Due to the continuous development of the Application, some functionalities may be temporarily or permanently unavailable on specific devices or operating systems or may not function properly. Due to the variety of device configurations and operating system settings, Veriori cannot provide full operability of the Application and its operation on all devices or in all configurations. The User should contact Veriori support (support@cdiploma.com) in the event of doubts as to the suitability of the device.
8. The User may not:
 - (a) use programs (bots) that create queries to the System – all such activities can be considered as DoS attacks,
 - (b) carry out any activities that may hinder or destabilise the operation of the Application. The activities that may hinder or destabilise the operation of the Application include attempts to disrupt or cut off other Users' access to Accounts (DoS, DDoS attacks, DNS spoofing), phishing (faking information that identifies the User), pharming, introduction of malware to the networks or computers, unauthorised scanning of the network or other Users' or Veriori's computers, unauthorised monitoring of network traffic or other attempts to intercept information coming from or going to other Users, unauthorised attempts to break the security of the Application or User Accounts, using programs, scripts or commands that disrupt other User's session, taking over IP addresses and sending, collecting, selling or distributing unsolicited e-mail correspondence (spam).
9. Veriori may call the User violating the terms of use of the Application or the laws to cease such activities immediately.

§6 LICENCE

1. Upon the installation of the cDiploma Application, Veriori grants the User a non-exclusive licence to use the Application on the terms set out in this clause. The licence granted is non-exclusive, non-transferable, and cannot be sublicensed.

2. The licence is granted for an indefinite period of time and without any territorial restrictions.
3. Based on the licence granted, the User has the right to duplicate the Application to the extent necessary to install and use it on the User's mobile devices, if these activities are undertaken for the purpose of using the Application in accordance with the Terms. This subclause applies only to the AppStore and Google Play.
4. Subject to § 6 subclause 3 (above) and exceptions resulting from the mandatory provisions of law, the User is not entitled to duplicate the Application in any other way or to translate, adapt, change the layout or make any other changes to the Application.

**§7 TECHNICAL
SUPPORT AND
USER'S
NOTIFICATIONS
RELATED TO
OPERATION OF THE
APPLICATION.**

1. Technical support for the Application is implemented by providing the Users with contact phone number +48 22 188 52 91, open from 9.00 a.m. to 4 p.m. on business days.
2. The Users may send any questions, comments or suggestions regarding the Application and its functionality electronically to the following e-mail address: support@cdiploma.com.

§8 FINAL PROVISIONS

1. The User may stop using the Application at any time by uninstalling it from the mobile Device.
2. Veriori shall have the right to terminate the agreement if the User violates the provisions of the Terms in a gross or persistent manner, despite Veriori's notice requesting the User to stop the breach and setting an appropriate time limit for it. Veriori's notice of termination shall be served on the User in a way that allows him/her to read it.
3. The Terms may change with new releases of the Application. The change shall be binding on the Users who install such a release of the Application and accept the amended wording of the Terms.
4. Veriori reserves the right to change the Terms in order to take into account changes in legal regulations, changes of functions offered via the Application, introduction of new services in the Application, better protection of the Users' interests and clarification of issues of concern.
5. A change of the form and nature of running the Application, in particular a change of graphics of the Application, addition of new functionalities in the Application, etc., does not constitute a change to the Terms, unless such changes are contrary to the provisions of the Terms.

6. Changes to the Terms are published on the Veriori website (www.cdiplo.ma.com) in the form of information about the change and the planned date of its entry into force. The User may additionally be notified of the change via the Application.
7. If any provision of the Terms is held to be invalid or ineffective in the manner prescribed by law, it shall not affect the validity or effectiveness of the remaining provisions of the Terms. Such an invalid provision will be replaced by a provision that approximates the purpose and intent of the invalid provision and the entire Terms.