

TERMS AND CONDITIONS FOR THE PURCHASE OF A QUALIFIED ELECTRONIC CERTIFICATE

We hereby inform you that, effective as of 31 July 2026, pursuant to an entry in the National Court Register, the company previously operating under the business name Autenti spółka z ograniczoną odpowiedzialnością (KRS No. 0000436998) was converted into a joint-stock company operating under the business name Autenti spółka akcyjna (KRS No. 0001254852).

The conversion constitutes solely a change in the legal form in which the business is conducted and does not entail the establishment of a new entity. Autenti S.A. continues the business of Autenti sp. z o.o., remaining a party to all previously concluded contracts and retaining all rights and obligations of the company as they stood before the conversion.

The change in legal form does not affect the validity of existing contracts, the existing terms of cooperation or the performance of obligations undertaken. The conversion does not require amendments to existing contracts, the resubmission of orders or the making of any other declarations relating to the existing business relationship.

An updated consolidated version of this document will be published promptly upon completion of the procedures relating to the change.

Article 1. Preliminary Provisions

These terms and conditions (hereinafter referred to as the "Terms and Conditions") set out the rules and conditions for purchasing qualified certificates for electronic signatures or electronic seals using the tools offered by the Administrator, including identity verification.

Article 2. Definitions

1. Administrator – Autenti sp. z o.o., with its registered office in Poznań at ul. Św. Marcin 29/8, 61-806 Poznań, entered in the register of entrepreneurs maintained by the District Court Poznań Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS No. 0000436998, with tax identification number (NIP) 783169325;
2. Customer – a natural person, a legal person or an organisational unit without legal personality to which specific provisions of law grant legal capacity, which has placed an Order or is taking steps to place an Order;
3. Certificate – a qualified certificate for an electronic signature or electronic seal issued by the Issuer;
4. Subscriber – an entity designated by the Customer whose details are to be or have been used to issue the Certificate;

5. Issuer – an entity providing qualified trust services, authorised to issue the Certificate and provide the related trust services;
6. Autenti Platform – an IT tool made available by the Administrator through the website in the autenti.com domain or in another manner agreed with the Administrator, through which services are provided by electronic means in accordance with the Autenti Platform Terms and Conditions;
7. Service – a service provided by the Administrator at the Customer's request, intended to enable the ordering and receipt of a Certificate issued for the Subscriber, consisting in enabling:
 - a. the selection of the Issuer and the placement of an Order;
 - b. the completion of the Subscriber's identity verification process;
 - c. the receipt of the Certificate.
8. Autenti Platform Terms and Conditions – the terms and conditions for the provision of services by electronic means governing the use of the Autenti Platform, available at <https://autenti.com/en/terms-and-conditions>.
9. Issuer's Terms and Conditions – all rules and policies issued by the Issuer governing the provision of qualified trust services consisting in the issuance of the Certificate by the Issuer, of which the Administrator informs the Customer before the purchase.
10. Order – a request for the performance of the Service submitted by the Customer through the order form available on the Autenti Platform website or by contacting the Administrator.

Article 3. Order

1. The Customer places an Order by selecting the Certificate to be purchased and confirming their intention to purchase the Service. When placing an Order, the Customer is required to provide the requested information. The Subscriber's full and correct first name and surname, email address and telephone number must be provided. Customers who are natural persons conducting business activities, legal persons or organisational units without legal personality to which the law grants legal capacity, and who wish to receive a VAT invoice, must also provide their full and correct business name and tax identification number (NIP). The Administrator shall not be liable for the consequences of the Customer providing incomplete, outdated or untrue information.
2. Once the Order has been placed, the Customer receives a confirmation from the Administrator by email to the email address specified in the Order, together with all material details of the Order. Confirmation of the placement of the Order means that a contract for the provision of the Service has been concluded between the Customer and the Administrator.

Article 4. Identity Verification

1. The Subscriber's identity must be verified in order for the Certificate to be issued. In the case of a certificate for an electronic seal, identity verification involves, in particular, demonstrating the authority to represent the Subscriber to the extent necessary for the performance of the Service.
2. The Subscriber's identity verification process is carried out by the Issuer in accordance with the Issuer's Terms and Conditions or by the Administrator in accordance with these Terms and Conditions.
3. The Administrator carries out the Subscriber's identity verification process remotely ("remote verification") or, with the Administrator's consent, in person during a meeting between the Subscriber and a representative of the Administrator ("in-person verification").
4. Remote verification is carried out by the Administrator using tools accepted by the Issuer for remote identity verification, in particular means of distance communication providing audio and video functionality (a video call). The Subscriber selects a date and time for remote verification from the available dates and times indicated by the Administrator.
5. For the purposes of remote verification, the Administrator sends the Customer a link to a website on which the Customer completes identity verification or selects a date and time for remote verification and provides the Subscriber's details necessary for the issuance of the Certificate.
6. The technical requirements for remote verification are:
 - a. a stable internet connection with a bandwidth of at least 1 Mbps;
 - b. a functioning camera on the device, capable of capturing video at a resolution of at least 360p;
 - c. a functioning microphone on the device;
 - d. a telephone number associated with a mobile device (e.g. a smartphone or tablet) available to the Subscriber;
 - e. use of a browser that enables real-time sharing of video and audio. The browsers recommended by the Administrator are the current versions of Chrome and Mozilla Firefox.
7. During remote verification, the Subscriber is required to:
 - a. meet the technical requirements specified in paragraph 6;
 - b. share with the Administrator the video and audio captured in real time by the devices specified in paragraph 6(b)–(c) and consent to their recording. The video shared with the Administrator should show the Subscriber's face;
 - c. (I) present a valid identity card or passport and (II) provide their PESEL number, unless its provision is not required under the Issuer's Terms and Conditions;
 - d. ensure that no third parties are present;
 - e. refrain from driving motor vehicles;
 - f. not be under the influence of alcohol or any other intoxicating substance;

- g. meet any other requirements set out in the Issuer's Terms and Conditions of which the Administrator informs the Customer before the purchase of the Service;

If the Subscriber breaches the above obligation, the Administrator shall be entitled to terminate remote verification with a negative identity verification result.

8. The Customer may reschedule remote verification once without incurring additional costs, provided that the rescheduling request is made at least 2 business days before the scheduled verification date. Rescheduling requests may be made between 9:00 a.m. and 5:00 p.m. on business days. A request made outside these hours shall be deemed to have been made on the next business day.
9. In-person verification is available on an exceptional basis at the Customer's request and subject to the Administrator's prior consent. The Administrator and the Customer may agree to conduct in-person verification at a meeting, following prior confirmation by the Administrator and the Customer of the date, time and location of the meeting. Conducting in-person verification at a location other than Warsaw results in a change to the price of the Service, which is then agreed individually with the Customer. During in-person verification, the Subscriber is required to present a valid identity card or passport and provide their PESEL number, unless its provision is not required under the Issuer's Terms and Conditions.
10. A positive result of the Subscriber's identity verification is a prerequisite for the issuance of the Certificate by the Issuer. The identity verification result is considered positive if the Subscriber satisfies the conditions specified in paragraph 7 and the Administrator, on the basis of the procedure carried out, obtains confirmation that the previously provided details required by the Issuer to issue the Certificate are true. Otherwise, the identity verification result is considered negative.
11. Any matters concerning the rules for issuing the Certificate that are not governed by these Terms and Conditions shall be governed by the relevant provisions of the Issuer's Terms and Conditions.

Article 5. Payments

1. The Customer is required to pay for the Service in accordance with the price list available on the website <https://autenti.com/> and current as at the date on which the Order is placed (the "Price List").
2. If the Subscriber fails to attend the scheduled identity verification appointment, fails to comply with the conditions specified in Article 4(7) of these Terms and Conditions, or receives a negative (other than positive) identity verification result, the Customer shall be charged the fee for carrying out identity verification in accordance with the Price List. The Customer makes payment online using the payment methods made available by a specialised payment institution with which the Administrator has entered into an agreement.

3. If the Customer selects payment by a payment card enabled for online payments or by bank transfer, the Customer is redirected to a website enabling electronic payment, such as the Customer's bank login page or a Card Authorisation Centre.
4. The stated gross price of the Order includes taxes and all charges required by applicable law.
5. The Customer's purchase of the Service is documented by the Administrator issuing a billing document, i.e. a receipt or an invoice. The Customer consents to receiving electronic images of billing documents by email to the email address provided when placing the Order.

Article 6. Withdrawal from the Contract for the Service

1. A Customer who is a consumer may withdraw from the contract for the performance of the Service without giving any reason within 14 days of the date on which the contract is concluded, subject to paragraphs 2 and 3 below. This right also applies to sole traders to the extent that the law grants them the same protection as consumers.
2. To the extent that the contract concerns the sale of a kit (physical devices and tools) for creating qualified electronic signatures, a Customer entitled to consumer rights may withdraw from the part of the contract covering that sale within 14 days of delivery of the kit.
3. The Customer referred to in paragraph 1 shall not have the right to withdraw from the contract for the performance of the Service:
 - a. if the Service concerns the supply of digital content (not supplied on a tangible medium) in the form of a Certificate, where performance of the Service has begun with the Customer's express consent;
 - b. to the extent that the subject matter of the performance is the creation of a Certificate constituting a non-prefabricated digital product created on the basis of the Subscriber's individual details;
 - c. to the extent that the Service includes the purchase of software supplied in sealed packaging, if the packaging has been opened after delivery;
 - d. if the Service has been fully performed.
4. A notice of withdrawal from the contract may be submitted by email or in writing to the Administrator's address. A model withdrawal form which the Customer may use is attached to these Terms and Conditions.
5. If the Order covers more than one Certificate, withdrawal may apply to all Certificates or only to those selected by the Customer.
6. In the event of effective withdrawal from the contract, the Administrator shall refund the amount paid by the Customer using a method corresponding to the payment method selected by the Customer. If the Customer used a discount to which they were entitled when making the purchase, the refund shall be reduced by the value of the discount used, which the Customer may use in future transactions.
7. In the event of effective withdrawal from the contract, the contract shall be deemed not to have been concluded in respect of the Service from the purchase of which the Customer has withdrawn.

Article 7. Liability

1. The Administrator shall be liable for the Issuer's failure to perform or improper performance of the contract for the issuance of the Certificate and the provision of related trust services if such failure or improper performance results from the Administrator's improper performance of the Service. Complaints and comments concerning the Certificate may be submitted directly to the Issuer in the manner specified in the Issuer's Terms and Conditions.
2. The Customer shall be responsible for the Subscriber's acts and omissions in connection with the performance of the contract for the Service, including, in particular, the Subscriber's compliance with these Terms and Conditions.
3. The Administrator shall not be liable for any actions taken by the Customer or the Subscriber in connection with the performance of the Service or for the consequences of such actions. In particular, the Administrator shall not be liable for:
 - a. the provision of incorrect or untrue information, including information necessary for the issuance of the Certificate, or changes to such information during the performance of the Service;
 - b. any breach of these Terms and Conditions or the Issuer's Terms and Conditions;
 - c. the use of IT systems employed in the performance of the Service in a manner inconsistent with their intended purpose, including, in particular, disrupting the operation of the Administrator's IT systems, integrating them with IT solutions not approved by the Administrator, unauthorised interference with the Administrator's IT system or circumventing security measures;
 - d. failure to attend the scheduled identity verification process;
 - e. failure to meet the requirements specified in Article 4(7) of these Terms and Conditions.

Article 8. Final Provisions

Any matters not governed by these Terms and Conditions shall be governed by the provisions of the Autenti Platform Terms and Conditions.

Sample - Statement of withdrawal from the Agreement