

# UAB „NEVDA“ TERMS OF PROVISION OF QUALIFIED SERVICES

version 1.4



## Contents

1. Introduction.....	3
1.1 Overview .....	3
1.2 Terms and Definitions .....	3
2. Provision of services .....	4
3. Pricing and payment procedures .....	4
4. Customer service procedure .....	5
5. Security and personal data .....	5
6. Limitation of liability.....	5
7. Intellectual property rights .....	5
8. Changes.....	5
9. Force majeure .....	6
10. Governing law .....	6
11. Special terms .....	6
12. Termination .....	6

## 1. Introduction

The core business of UAB Nevda is the development, implementation and maintenance of information systems for public sector organizations and businesses.

### 1.1 Overview

These Terms of Service are effective as from 1 October 2021. The document defines in detail the conditions for the provision of Qualified Services by UAB Nevda.

List of qualified trust services:

1. **(QVal for QESig)** Qualified validation service for qualified electronic signature.
2. **(QVal for QESeal)** Qualified validation service for qualified electronic seal.

The provisions of the Terms of Service shall be construed and applied in accordance with the following order of precedence:

1. Additional terms provided on our website or agreed upon by separate agreement;
2. Data Processing Agreement;
3. Privacy Policy;
4. These Terms of Service.

### 1.2 Terms and Definitions

Sąvokų trumpiniai	Aprašymas
QVal for QESig	Qualified verification service for qualified electronic signatures
QVal for QESeal	Qualified verification service for qualified electronic seals
Qualified verification services or Qualified services	QVal for QESig and QVal for QESeal
Service Provider or We	UAB „Nevda“ , legal entity code 121931451
Services	Qualified validation services for qualified electronic signatures and stamps provided by the Service provider.
The Client or You	Legal or natural person has signed an agreement with UAB Nevda on the provision of Qualified Services.
Personal data	Information about an identified or identifiable natural person.
Terms	The latest version of the Terms of Service, including the Data Processing Agreement and Privacy Policy.

Special Terms	Any details, specifications and conditions under which the parties have agreed to deviate from these Terms.
User Account	Refer to the user profile in the file repository associated with the Client.

If you undertake to follow these Terms of Service on behalf of another entity, such as your employer or the company you work for, you acknowledge that you have the right to assume binding obligations on behalf of that entity. If you do not agree to the terms of these Terms of Service, the [Data Processing Agreement](#) and the [Privacy Policy](#), you may not use the Services.

You may not use the Services if you are a competitor and / or for comparative or competitive purposes.

Other terms and abbreviations used in this document have the meanings ascribed to them in 2014. July 23 Regulation (EU) No 182/2011 of the European Parliament and of the Council 910/2014 on electronic identification and trust services in the internal market and repealing Directive 1999/93 / EC.

## 2. Provision of services

We will make every effort to make the Services available to Clients and Users 24/7, except for scheduled downtime (of which users are notified in advance).

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

In the provision of services, we will only select qualified trust service providers that meet the requirements for qualified service providers set out in Regulation (EU) No 910/2014 and which are duly included in the EU lists of reliable service providers.

A more detailed description of the provision of the Services is provided in the [Practice statement](#). All provisions, terms, restrictions set forth in the [Practice statement](#) also apply to these Terms of Service. Object identifier (OID) - 1.3.6.1.4.1.57583.1.1

## 3. Pricing and payment procedures

We offer fee-based Services. If you decide to order the Services, you agree to pay the specified fees for the relevant Service.

Prices depend on the pricing plan you choose and the changes you initiate. Pricing plans for the Services are clearly stated prior to ordering these Services.

We do not include monthly or annual fees in our pricing plans:

We do not represent or warrant that any particular pricing plan will be offered for an indefinite period, and we reserve the right to change the prices or features and options provided in the pricing plans without prior notice. These changes do not automatically apply to existing subscribers.

You can cancel your subscription at any time, and this cancellation will take effect immediately.

#### 4. Customer service procedure

The Customer may submit questions, doubts or complaints regarding the conditions for the provision of Qualified Services to our customer service team by e-mail, email [support@elpako.eu](mailto:support@elpako.eu) or on the website <https://elpako.eu/en/contacts-2/> in the inquiry form. We will respond to the customer's request within 5 calendar days.

The Customer, dissatisfied with the quality of the Qualified Services provided, may additionally submit a complaint to the Communications Regulatory Authority of the Republic of Lithuania by e-mail [rrt@rrt.lt](mailto:rrt@rrt.lt) (website <https://www.rrt.lt>), or by e-mail to the State Consumer Rights Protection Service. Email [tarnyba@vvtat.lt](mailto:tarnyba@vvtat.lt)

#### 5. Security and personal data

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

You are responsible for all and any activities that occur under your User Account.

All actions performed by the User are recorded and visible in the audit trail.

#### 6. Limitation of liability

NEVDA assumes responsibility for losses incurred by users on eIDAS Art 13 and in accordance with the procedure established by the Law on Electronic Identification and Trust Services of the Republic of Lithuania.

A detailed description of liability and limitation of liability is provided in sub-paragraph 2.1 of the [Practice statement](#).

#### 7. Intellectual property rights

Third parties may use our trademark, such as logos and brand name, only with our prior written consent obtained before printing and /or publishing them on websites

#### 8. Changes

We reserve the right to change these Terms of Use at any time in our sole discretion. Unless explicitly stated otherwise, these changes will be notified to you 30 days in advance if you use the Services. Make sure you check regularly for new changes. If you use our Services after these changes take effect, you will be deemed to have agreed to and undertaken to observe these changes

## 9. Force majeure

We shall not be liable for non-performance or partial non-performance of the obligations due to special circumstances which could not have been foreseen, avoided or eliminated by any means (force majeure). In such circumstances, the time limit for the performance of the Service Provider's obligations shall be extended.

We will notify the Client of the circumstances of force majeure within 5 (five) days of their occurrence and provide evidence that we have taken all reasonable actions and precautions to reduce the costs or negative consequences. In addition, we will set possible deadlines for fulfilling the obligations. A notice will also be issued when the circumstances that prevented us from fulfilling our obligations have ceased to exist

## 10. Governing law

These Terms of Service and their interpretation shall be governed by the law of the Republic of Lithuania.

Any disagreements and disputes between the Client and the Service Provider regarding these Terms of Provision Services shall be resolved by amicable efforts of the Parties. If the Parties fail to reach an agreement, all unresolved disputes, disagreements and claims regarding the terms of provision of these services or related to them, their violation, revocation or validity shall be settled in the competent court of the Republic of Lithuania

## 11. Special terms

The Client and the Service Provider may agree on Special Terms that differ from these Terms. Such agreement shall be signed by authorized representatives of both Parties and shall prevail over these Terms.

## 12. Termination

You may stop using the Services at any time.

We reserve the right to terminate the provision of the Services or transfer the provision of the Services to any third party by notifying the Clients thereof at least 6 months in advance. In this case, Clients who have purchased the Services that must be provided for more than 6 months will receive compensation for the months during which the Services are not to be provided.

We reserve the right to terminate the provision of Services immediately without notice if the Client or the user violates these Terms of Service.

We reserve the right to cancel or delete your User Account and Client Data if you have not used the service for more than 12 consecutive months.