AITY DOCUMENTS

AITY CLOUD SRL

Terms of Service

Version 1.0 · effective from 15 August 2026 · aity.tech/documents

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VERSION 1.0 · EFFECTIVE FROM 15 AUGUST 2026 · AITY CLOUD SRL

Romanian version · Download PDF

This document (the "**Terms**") governs access to and use of the services provided by **AITY CLOUD SRL**, a Romanian limited liability company, with its registered office at SACEL no. 1003, Săcel Village, Săcel Commune, Maramureș County, postal code 437290, Romania, tax ID 39458128 (VAT RO39458128), Trade Register J2018000824245, EUID ROONRC.J2018000824245, subscribed and paid-up share capital RON 5,000, correspondence address: Str. Heliade Între Vii no. 35, postal code 023382, Sector 2, Bucharest, Romania, telephone +40735850896 (Monday-Friday, 09:00-18:00 Romanian time), e-mail office@aity.ro (the "**Provider**", "**aity**", "**we**").

An Order is the Customer's request to contract for the Services. The distance contract is concluded when the Provider confirms to the Customer, on a durable medium, acceptance of the Order and the applicable documents. Provisioning takes place only after this confirmation and after the special acceptance requirements set out below have been met. The person placing the Order on behalf of an entity represents and warrants that they have full authority to bind that entity; in that case, "**Customer**" means that entity.

1. Definitions

In these Terms, the terms below have the following meanings; "including" means "including, but not limited to":

- "**Services**" - the online services provided by the Provider under the aity brands, namely **aity Platform** (the business e-mail and collaboration suite, under Schedule A) and **aity Cloud** (the public cloud services, under Schedule B), together with the related software, interfaces, and documentation.
- "**Account**" - the account created by the Customer for using the Services, including the organization and End User accounts administered by the Customer.
- "**End User**" - a natural person authorized by the Customer to use the Services under the Customer's Account (for example, an employee with an e-mail account). End Users are not parties to the contract; their acts and omissions are attributable to the Customer.
- "**Consumer**" - a Customer who is a natural person acting for purposes outside their trade, business, craft, or profession, within the meaning of Romanian Government Emergency Ordinance (GEO) no. 34/2014.
- "**Business Customer**" - any Customer who is not a Consumer.
- "**Order**" - the Customer's request to contract for Services, placed through the website, console, or an order form; the Order is accepted through the Provider's confirmation sent on a durable medium.
- "**Provisioning**" - making an ordered Service available to the Customer; Provisioning constitutes delivery of the Services, which are exclusively digital.
- "**Subscription Period**" - the prepaid recurring period of an aity Platform subscription: monthly, quarterly, half-yearly, or yearly, as specified in the Order.
- "**Prepaid Credits**" - amounts paid in advance and drawn down through metered use of the aity Cloud Services.
- "**Customer Content**" - the data, files, messages, applications, and any other content uploaded, stored, transmitted, or generated by the Customer or End Users through the Services.
- "**Contract Documents**" - the documents listed in article 2.1.
- "**Retrieval Period**" - the period of at least 30 (thirty) days during which, after termination or after the Technical Transitional Period, the Customer retains restricted access solely to export eligible data.
- "**Technical Transitional Period**" - the period during which the switching of provider or porting under article 5^1 is carried out.
- "**Exportable Data**" and "**Digital Assets**" - data and elements in digital format that the Customer may port under Regulation (EU) 2023/2854, as inventoried at aity.tech/documents/porting.
- "**Liability**" - any liability, whether contractual, tortious (including negligence), or otherwise, regardless of whether the loss was foreseeable or contemplated by the parties when contracting.
- "**SLA**" - the Service Level Agreement, available at aity.tech/documents/sla.
- "**AUP**" - the Acceptable Use Policy, available at aity.tech/documents/aup.
- "**DPA**" - the Data Processing Agreement, available at aity.tech/documents/dpa.

2. Contract structure and order of precedence

2.1. The contract between the Customer and the Provider consists of: (a) any agreement individually negotiated and signed by the parties; (b) the DPA; (c) the accepted Order; (d) Product Schedules A and B in this document; (e) the body of these Terms; (f) the SLA, AUP, and the other policies referenced by the Terms. In the event of conflict, the documents prevail in the order listed. The DPA prevails over the other Contract Documents only to the extent of a conflict concerning the protection and processing of Customer Data. The DPA does not extend the Provider's liability or modify commercial terms unless it expressly provides for a derogation applicable to the relevant subject matter.

2.2. Individually negotiated agreements (including for on-premises installations of aity Cloud) prevail in full over the Terms for the relationship they govern; the Terms apply in addition only to the extent that the negotiated agreement does not provide otherwise.

2.3. The Terms are available in Romanian at aity.ro/documente and in English at aity.tech/documents. Both versions are official; in case of divergence, **the Romanian version prevails**.

3. Account and eligibility

3.1. The Services may be contracted only by persons who are at least 18 years old. Minors may use the Services solely as End Users, under the responsibility of the Customer who created their accounts.

3.2. The Customer is responsible for: (a) the accuracy and updating of identification and billing data in the Account; (b) keeping access credentials confidential and for use of the Account by any person who authenticates with them; (c) use of the Services by End Users in compliance with the Terms and the AUP, with the Customer using reasonable efforts to prevent and stop any unauthorized use.

3.3. The Customer is responsible for obtaining all consents and providing all notices required by law for: (a) use of the Services by the Customer and End Users; and (b) the Provider's access to, storage, and processing, on the Customer's behalf, of data provided through the Services.

3.4. Administrators designated by the Customer may access, monitor, use, modify, restrict, or disclose data available to End Users within the Customer's Account. The configuration and use of these administrative capabilities are solely the Customer's responsibility.

3.5. Authentication through third-party identity providers (for example, Google, Microsoft, GitHub) is optional and, with respect to the data received, governed by the Privacy Policy.

4. Orders, fees, and payment

4.1. Commercial models. (a) aity Platform is sold as a per-End-User subscription, with monthly, quarterly, half-yearly, or yearly Subscription Periods paid in advance; (b) aity Cloud is sold on a **Pay-As-You-Go (PAYG)** basis: resources are metered at hourly resolution and invoiced monthly in arrears, for the preceding month, based on actual consumption, and/or through Prepaid Credits. The fees, included resources, and any free or trial offers are those published on the Services' pricing pages on the date of the Order.

4.2. Prices, invoicing, and currency. aity Platform fees are denominated, displayed, and settled in RON. aity Cloud fees may be denominated and displayed in EUR, clearly and unambiguously. The price displayed to a Consumer includes VAT and all applicable taxes; prices for Business Customers show VAT separately. For payments between residents, settlement is made in RON under NBR Regulation no. 4/2005. For a EUR-denominated fee paid in advance by card, the RON amount is established using the EUR/RON exchange rate published by the NBR and valid on the date payment is received; for invoicing before payment, the rate valid on the date the tax becomes chargeable is used, generally the invoice issue date, unless the law establishes an earlier time. The Provider adds no conversion margin. The invoice may state amounts in EUR, with VAT stated in RON as required by law, and is transmitted through RO e-Factura only where required by law. Settlement in EUR between residents takes place only if permitted by law and expressly agreed by the parties; non-resident Customers may pay in EUR as specified in the Order.

4.3. Card payment. Card payments are processed through PayU. Subscriptions renew automatically at the end of each Subscription Period by charging the stored payment method; the Provider notifies the Customer by e-mail before each renewal, and the Customer may disable automatic renewal from the Account at any time, effective at the end of the current period.

4.4. Payment by bank transfer. Eligible Business Customers of aity Cloud may pay by invoice through bank transfer within 15 (fifteen) days of issue. For amounts unpaid when due, the Business Customer owes late-payment penalties of 0.1% per day, minimum additional damages equal to the RON equivalent, on the payment date, of EUR 40, and damages for all expenses incurred to recover the debt, under articles 9-10 of Law no. 72/2013. Invoice-based payment is not available to Consumers. If, exceptionally, a Consumer owes an overdue amount, only the statutory default interest determined under Romanian Government Ordinance (GO) no. 13/2011 is due; the 0.1% daily penalty does not apply to Consumers.

4.5. Invoice disputes. Objections concerning invoiced amounts must be notified, with reasons, within 15 (fifteen) days of receiving the invoice; after that period, the invoice is deemed accepted by Business Customers. Disputing part of an invoice does not suspend the obligation to pay undisputed amounts. A Business Customer may not set off or withhold amounts due except under a final judgment or with the Provider's written agreement.

4.6. Fee changes. The Provider may change fees with at least 30 (thirty) days' prior notice sent by e-mail. For subscriptions, new fees apply from the first Subscription Period beginning after the notice period expires; for consumption-billed services, from the first calendar month beginning after the notice period expires. A Customer who does not accept the increase may terminate the affected Services without penalty until the date the new fees apply; continued use after that date constitutes acceptance.

4.7. Non-payment. If a card charge fails, the Provider retries the charge and notifies the Customer. If amounts due are not paid within 15 (fifteen) days of the due date, the Provider may suspend the Services under article 6; if the delay exceeds 60 (sixty) days from the due date, the Provider may terminate the contract under article 5.4 and delete Customer Content under article 5.6. Recurring fees remain due during suspension for non-payment.

4.8. Taxes. The Business Customer is responsible for all taxes, duties, and charges relating to its purchase, except taxes owed by the Provider on its own income.

4.9. Prepaid Credits. Each purchase of Prepaid Credits is valid for 12 (twelve) months. A new purchase before expiry renews the validity of the entire balance for 12 months, and the Provider gives at least 30 days' notice of expiry. Upon expiry, a Business Customer's unused balance is forfeited and not refunded. For Consumers, the unused balance is refunded upon termination of the contract and in any other case required by law; this rule does not limit the Right of Withdrawal.

5. Term, renewal, and termination

5.1. Term. The contract enters into force when the Provider sends confirmation of acceptance of the Order on a durable medium and remains in force for as long as the Customer has active Services. The confirmation identifies the Services, price, term, versions of the Contract Documents, and statements accepted by the Customer.

5.2. Termination by the Customer. The Customer may terminate any Service or the entire contract at any time from the Account, effective at the end of the current Subscription Period (for subscriptions) or immediately (for consumption-billed services). Amounts prepaid for the current period are not refunded to Business Customers; Consumers' rights under article 16 remain unaffected.

5.3. Termination for breach. Either party may terminate the contract if the other party materially breaches the contract and fails to remedy the breach within 30 (thirty) days of a reasoned written notice.

5.4. Termination by the Provider. (a) This clause constitutes an express termination clause within the meaning of article 1553 of the Romanian Civil Code. The Provider may terminate the contract, in whole or in part, by operation of law, without court intervention and without any formality other than written notice, the Customer being in default by the mere fact of non-performance, for: (i) non-payment of the fees specified in article 4 and article 8(a), if the delay exceeds 60 days from the due date under article 4.7; (ii) serious breach or repeated breaches, after a written warning, of the use obligations under article 8(b) and (e) and the AUP. (b) Independently of the express termination clause, the Provider may terminate by written notice: (i) a free Service under article 5.5; (ii) immediately, if providing the Service to the Customer would breach the law or a decision of a competent authority.

5.5. Free and trial offers. Services provided free of charge (including free tiers and trial periods) may be modified or withdrawn with 30 (thirty) days' notice, subject to Consumers' rights under GEO no. 141/2021. Free accounts inactive for more than 6 (six) months may be closed after notices sent at least 30 and 7 days in advance, stating the date, reason, effects, method of reactivation, export, and avenue for challenge at support@aity.ro. Closure is not decided solely by automated means and follows the retrieval and deletion rules in article 5.6.

5.6. Effects of termination. Upon termination, normal access to the Services ends and amounts due become payable, but the Customer retains the restricted access necessary solely for export during the Retrieval Period and under article 5^1. Closure of a free Account under article 5.5 follows the same rules unless the law or Order provides a more favorable right. Before the Retrieval Period expires, the Customer may request export and/or early deletion. After expiry, the Provider deletes primary data within no more than 30 days; backups become unavailable for current use and are removed through rotation within no more than 45 days after deletion of the primary data. Data whose retention is required by law is isolated, protected, and used only for that purpose. Upon request, the Provider confirms completion of deletion in writing. Clauses which by their nature survive termination, including payment of outstanding amounts, confidentiality, limitation of liability, and governing law, remain in force.

5^1. Switching provider and data porting

5^1.1. Scope. This article applies to Services that constitute data processing services within the meaning of Regulation (EU) 2023/2854 and supplements the export rights set out in the other Contract Documents.

5^1.2. Customer options. The Customer may request: (a) switching to another provider of a service of the same type; (b) porting Exportable Data and Digital Assets to its own ICT infrastructure; (c) their deletion; or (d), where applicable, the simultaneous use of multiple providers. The request is submitted through the function at aity.tech/documents/porting or to office@aity.ro and states the Service, option, destination, contact details, and desired date. The notice period for initiating the switching process does not exceed two months.

5^1.3. Technical Transitional Period. After the notice period expires, switching and porting are completed without undue delay and within no more than 30 calendar days. During this period, the contract remains applicable, and the Provider: (a) provides reasonable assistance to the Customer and authorized third parties; (b) exercises due care to maintain business continuity and continues the contracted functions; (c) communicates known continuity risks; and (d) maintains a high level of security during the transfer and Retrieval Period.

5^1.4. Technical extension. If the 30-day period is technically unfeasible, the Provider informs the Customer within no more than 14 business days of the request, gives reasons for the technical unfeasibility, and indicates an alternative period that may not exceed seven months. The Customer may extend the Technical Transitional Period once, for a duration it considers appropriate. Continuity of the Services is maintained throughout the applicable period.

5^1.5. Completion, retrieval, and deletion. The contract for the affected Service terminates upon successful completion of the switching process, and the Provider notifies the Customer. In the case of a deletion-only request, the contract terminates at the end of the notice period. After the Technical Transitional Period ends, the Retrieval Period of at least 30 calendar days begins. After it or a longer agreed period expires, the Provider deletes the data in full, including existing copies in accordance with the backup lifecycle in article 5.6, if the switching process has been completed and the law does not require retention.

5^1.6. Data, formats, and transparency. The list of categories of Exportable Data and Digital Assets, internal data excluded on justified grounds, structures, formats, standards, open specifications, procedures, known technical limitations, ICT infrastructure jurisdictions, and measures concerning international governmental access are published and kept up to date at aity.tech/documents/porting. The exclusion of internal data necessary to protect trade secrets may not prevent or delay switching. Upon request and in the absence of an applicable standard, the Provider supplies Exportable Data in a structured, commonly used, and machine-readable format.

5^1.7. Fees. The Provider charges no separate fee for switching provider, porting, or deletion under this article. Fees remain due for Services provided during the applicable period, ordinary network traffic, and any early termination penalty clearly disclosed before contracting and permitted by law.

5^1.8. Technical obligations. For aity Cloud infrastructure services, the Provider takes all reasonable measures within its power to facilitate functional equivalence after switching to a service of the same type. For aity Platform and other services that are not exclusively infrastructure services, the Provider makes open interfaces available to Customers and destination providers on equal terms and free of charge, together with sufficient information for portability and interoperability, within the limits of article 30 of Regulation (EU) 2023/2854.

6. Suspension of the Services

6.1. The Provider may suspend the Services, in whole or in part: (a) for non-payment, under article 4.7, with prior notice; (b) if the Customer fails to remedy an AUP breach within 24 (twenty-four) hours of a request, or immediately in the case of serious breaches; (c) immediately, if the Provider reasonably considers suspension necessary to protect the Services, its infrastructure, other customers, or third parties, or in case of suspected unauthorized access; (d) at the request of a competent authority or under the law.

6.2. The Provider limits suspension to what is reasonably necessary. No later than when the measure is imposed, if it has the Customer's electronic contact details and the law does not prohibit notification, the Provider sends a clear and specific statement of reasons, in accordance with the AUP, identifying the measure, duration, facts, contractual or legal ground, any use of automated means, and available avenues for challenge. The Customer may challenge the measure at office@aity.ro. The Services resume within no more than 1 (one) business day after the cause ends. Recurring fees remain due during a suspension attributable to the Customer.

6.3. Automated systems may detect or flag spam, fraud, abuse, and security risks, but suspension, restriction, or termination of the Account is not based solely on an automated decision producing legal or similarly significant effects; a person reviews the measure and challenge, except for an immediate technical limitation strictly necessary to stop an attack in progress.

7. Customer Content and intellectual property

7.1. Customer Content remains the Customer's property. The Customer grants the Provider a non-exclusive licence for the term of the contract and, after termination, only until completion of export, deletion, the backup cycle, or retention required by law, to host, reproduce, transmit, and technically process Customer Content strictly to the extent necessary for those purposes, to secure the Services, and to comply with legal obligations.

7.2. The Services, software, trademarks, and all intellectual property rights in them belong to the Provider or its licensors. The Customer receives a non-exclusive, non-transferable right, limited to the term of the contract, to use the Services in accordance with the Terms. No intellectual property rights are transferred.

7.3. The Customer warrants that it holds all rights in Customer Content and that Customer Content does not breach the law or third-party rights. The Provider does not monitor Customer Content but may act under the AUP and the law (including Regulation (EU) 2022/2065) regarding notified illegal content.

7.4. Suggestions or proposals voluntarily submitted by the Customer regarding the Services may be used by the Provider without restriction and without obligation.

8. Customer obligations

The Customer undertakes: (a) to pay fees when due; (b) to use the Services in compliance with the law, the Terms, and the AUP; (c) to bear full responsibility for its own applications, operating systems, configurations, and data run on aity Cloud resources, including their security and licensing; (d) to maintain its own backups of critical data, in addition to the redundancy and backup mechanisms provided by the Provider at infrastructure level; (e) not to resell the Services or make them available to third parties as its own service without the Provider's prior written agreement; (f) to notify the Provider within 5 (five) days of any change to its identification data.

9. Warranties and disclaimers

9.1. The Provider warrants that it provides the Services with professionalism and reasonable care, in accordance with the SLA and their description in the Contract Documents.

9.2. To the maximum extent permitted by law and except for the express warranties in the Contract Documents, the Services are provided "as is", without any other warranties, express or implied, including fitness for a particular purpose or uninterrupted or error-free operation; the Customer understands that no IT system is entirely free of vulnerabilities. Features marked beta, preview, or experimental are provided without warranties and without an SLA and may be changed or withdrawn at any time.

9.3. For Consumers, this article does not affect the legal guarantee of conformity for digital content and digital services under GEO no. 141/2021 or any other rights that cannot be limited by agreement.

10. Limitation of liability

10.1. Neither party has any Liability for: (a) indirect, incidental, special, or consequential damages; (b) loss of revenue, profits, savings, goodwill, or business opportunities, whether direct or indirect.

10.2. Each party's total aggregate Liability arising out of or in connection with the contract is limited, for each Service, to the fees actually paid by the Customer for that Service in the 12 (twelve) months preceding the event giving rise to the Liability. For Services provided free of charge, the Provider's total Liability is limited to EUR 500.

10.3. The Provider is not liable for loss of Customer Content to the extent that it could have been avoided by the Customer complying with its own-backup obligation under article 8(d). Service Credits are the sole contractual remedy for failure to meet guaranteed Availability, except for the right to terminate for prolonged Unavailability, loss caused intentionally or through gross negligence, and rights that cannot be limited, including Consumers' remedies.

10.4. The limitations in this article do not apply to: (a) damage caused intentionally or through gross negligence; (b) the Customer's payment obligations; (c) indemnities due under article 11; (d) damage caused by a Business Customer to the Provider's infrastructure or other customers through a breach of the AUP; (e) any liability that cannot be excluded or limited by law. For Consumers, the exclusions and cap in articles 10.1-10.3 do not limit remedies for lack of conformity, liability for harm to physical integrity or health, or any other right or liability that cannot be limited by agreement.

11. Indemnities

11.1. The Business Customer will indemnify and defend the Provider against any third-party claims (including court costs and reasonable fees) arising from Customer Content, use of the Services in breach of the law, the Terms, or the AUP, or a breach of article 3.3.

11.2. The Provider will defend the Business Customer against third-party claims alleging that the Services, used in accordance with the contract, infringe their intellectual property rights, and will bear damages finally awarded against the Customer for such claims, subject to prompt notice. The Provider may, at its option: modify the Services, obtain the necessary rights or, if these are not reasonably possible, terminate the affected Service with a refund of amounts prepaid for the unprovided period. This article states the Provider's entire liability for intellectual property infringement.

12. Changes to the Terms

12.1. The Provider may amend the Contract Documents for justified reasons, such as legislative changes or authority decisions, security requirements, technical or functional evolution of the Services, abuse prevention, changes to the commercial model, correction of errors, or clarification of the text. Material changes are notified on a durable medium at least 30 days in advance, stating the reasons, date, effects, and right to terminate. The Customer may terminate free of charge before the effective date. Failure to terminate, followed by use of the Services after that date, constitutes Deemed Acceptance only to the extent permitted by law.

12.2. For Consumers, material adverse changes to the Contract Documents apply from the first Subscription Period beginning after the notice period or, if they must apply sooner, the Consumer may terminate before the change takes effect and receives the amounts prepaid for the unprovided period. Changes required by law take effect sooner only if the law or authority requires the shorter period. Purely editorial changes, with no effect on rights or obligations, may take effect upon publication. Modification of a Service supplied to a Consumer is governed separately by article 16.7. Each document bears its version number and effective date; previous versions remain available at aity.tech/documents (PDF archive), and the manifest of current versions is published at `aity.tech/documents/versions.json`.

13. Force majeure

Neither party is liable for non-performance of obligations (except payment obligations already due) caused by a force majeure event as defined by law. The affected party notifies the other party within 5 (five) days of occurrence and uses reasonable efforts to limit the effects. If the event lasts more than 3 (three) months, either party may terminate the contract without damages.

14. Assignment

The Customer may not assign the contract without the Provider's prior written agreement. The Provider may assign the contract to an affiliate or as part of a reorganization or sale of the business, with notice to the Customer and preservation of the Customer's rights.

15. Governing law and jurisdiction

15.1. The contract is governed by Romanian law.

15.2. Disputes with Business Customers not resolved amicably within 15 (fifteen) days of notice fall within the jurisdiction of the courts at the Provider's registered office.

15.3. Disputes with Consumers fall within the jurisdiction of the courts provided by law; nothing in the Terms restricts a Consumer's right to bring proceedings before the courts of their domicile or to use the alternative dispute resolution mechanisms described in article 16.6.

16. Consumer provisions

16.1. Pre-contractual information. Before an Order becomes binding, the Consumer clearly receives: the Provider's full identity, registered office, telephone number, and contact details; the Service's characteristics and restrictions; the total price including VAT and the amount payable in RON; term, renewal, and termination; functionality, compatibility, and interoperability; the legal guarantee of conformity and the period during which updates are supplied; the Right of Withdrawal and location of the online function; and the EECC information in article 17, if applicable. This information is supplied through the Contract Documents, Order, contract summary, and confirmation on a durable medium.

16.2. Supply. The Services are exclusively digital and are supplied through Provisioning, without undue delay after the contract is concluded unless the parties have agreed another time, under article 4 of GEO no. 141/2021. The specific times in the Delivery Terms are contractual commitments. There are no delivery costs. If Provisioning does not take place by the applicable time, the Consumer may request supply and exercise the remedies under article 12 of GEO no. 141/2021.

16.3. Right of Withdrawal. The Consumer may withdraw without giving any reason within 14 (fourteen) days from the date the contract is concluded, namely from confirmation on a durable medium of the Provider's acceptance of the Order. If the Consumer requests that performance begin before the period expires, the Consumer separately declares: "I expressly request that performance of the Services begin before expiry of the 14-day withdrawal period and confirm that I understand I will lose my Right of Withdrawal only after the Provider has fully performed the contract. If I withdraw before full performance, I owe the proportionate amount corresponding to the Services supplied until withdrawal is communicated." The Provider sends confirmation of the contract and this request on a durable medium before performance begins. The Consumer may exercise the right through the permanent "Withdraw from the contract here" function, by e-mail, or by post, in accordance with the Returns Policy.

16.4. Effects of withdrawal. In the event of withdrawal within the period: (a) for subscriptions, the Provider refunds the price of the remaining unused period and may retain only the proportionate amount for performance until withdrawal is communicated, if the legal conditions for that payment are met; (b) for PAYG Services, the Consumer owes only actual consumption up to withdrawal; (c) unused Prepaid Credits are refunded. The refund is made without undue delay and no later than 14 days, using the same means of payment and without fees. The Right of Withdrawal is lost for a service contract only after it has been fully performed by the Provider, if the consent and confirmation required by law were obtained in advance. Article 16(1)(m) of GEO no. 34/2014 applies only to a distinct product constituting digital content not supplied on a tangible medium, if such a product is expressly identified in the Order.

After withdrawal, the Provider refrains from using non-personal content supplied or created by the Consumer when using the Service, except content that: (i) has no utility outside the Service; (ii) relates only to the Consumer's activity while using the Service; (iii) has been aggregated with other data and cannot be disaggregated or can be disaggregated only with disproportionate effort; or (iv) was generated jointly with other persons who may continue to use it. At the Consumer's request, except in cases (i)-(iii), the Provider makes eligible content available free of charge, without hindrance, within no more than 15 days and in a commonly used, machine-readable format. The Provider may prevent further use of the Service without preventing this retrieval; the Consumer ceases using and making the Service available to third parties.

16.5. Conformity of digital Services. For Consumers, the Provider supplies the Services in conformity with the subjective and objective requirements under GEO no. 141/2021, including requirements concerning functionality, compatibility, accessibility, continuity, security, and necessary updates throughout the supply period. Any deviation from the objective requirements is effective only if, when the contract is concluded, the Consumer was explicitly informed, in clear language, of the characteristic and consequences and expressly and separately accepted it.

In the event of lack of conformity, the Consumer may require that the Service be brought into conformity, free of charge and without significant inconvenience, within a reasonable period agreed in writing that may not exceed 15 calendar days from informing the Provider. Under the conditions prescribed by law, the Consumer may suspend payment of the outstanding part relating to the affected Service and obtain a proportionate price reduction or termination of the contract. The 10-day period for Service Credits does not limit these rights.

After termination of the contract under GEO no. 141/2021, the Provider makes any refund due within no more than 14 days, using the same means of payment and without fees. Upon request, it makes eligible non-personal content supplied or created by the Consumer available free of charge, without hindrance, in a commonly used, machine-readable format, within no more than 15 calendar days, subject to the statutory exceptions. The Provider may stop access after termination without preventing this retrieval.

16.6. Complaints and ADR. Complaints are handled under the Complaints Policy. Consumers may contact the Romanian National Authority for Consumer Protection (ANPC, anpc.ro) and the ANPC Alternative Dispute Resolution Directorate (ADR Directorate, anpc.ro/ce-este-sal). If a direct complaint does not resolve the dispute, the Provider supplies on a durable medium the information required by article 25(3) of Romanian Government Ordinance (GO) no. 38/2015. AITY CLOUD SRL participates in the ADR procedure only where participation is mandatory by law.

16.7. Modification of Services supplied to Consumers. The Provider may modify a continuously supplied Service beyond what is necessary to maintain conformity only for a valid reason specified in the contract, such as technical evolution, security requirements, legal changes, abuse prevention, or improvement or rationalization of functions. The modification involves no additional cost and is communicated clearly. If it adversely affects access or use in a manner that is more than minor, the Provider informs the Consumer sufficiently in advance, on a durable medium, of the features and date of the modification and the right to terminate free of charge within 30 days of being informed or of the modification, whichever is later. The right to terminate does not apply if the Provider allows the Consumer to retain the unmodified version at no cost and that version remains in conformity.

17. Electronic communications (EECC)

17.1. Qualification. The e-mail component of aity Platform may constitute a publicly available number-independent interpersonal communications service within the meaning of GEO no. 111/2011. Provision of such a service is exempt from notification under the general authorization regime, pursuant to articles 5-6 of GEO no. 111/2011. This exemption does not remove the other information, contracting, or notification obligations applicable to the Provider.

17.2. Information and contract summary. Before a Consumer's Order becomes binding, the Provider supplies the information required by Chapter V of GEO no. 111/2011 and an individualized contract summary following the template in Commission Implementing Regulation (EU) 2019/2243, free of charge and on a durable medium. The summary identifies the Provider and its contact details, the Service and equipment, commercial terms, total price, term, renewal, termination, and features relevant to End Users with disabilities. The summary becomes an integral part of the contract. If, for objective technical reasons, it cannot be supplied beforehand, the contract takes effect only after the Consumer receives it and confirms agreement.

17.3. Features and quality. E-mail is an internet-based service and does not provide access to emergency services, caller location, or numbers from the national numbering plan. Features, sending and storage limits, security measures, any use restrictions, and remedies are described in the Order, Schedule A, SLA, AUP, and product documentation. Publishable quality parameters, if controlled by the Provider, and measures taken in the event of security incidents or threats are communicated before contracting and kept accessible throughout the contract.

17.4. Term, renewal, and termination. The initial term for a Consumer does not exceed one year. Before automatic renewal, the Provider prominently and promptly informs the Consumer about termination and provides best-tariff advice at least annually. After automatic extension, the Consumer may terminate at any time with no more than one month's notice and without cost, other than fees for the Service supplied during the notice period. Switching provider and porting follow article 5^1.

17.5. Bundles and changes. If a bundle includes the e-mail component and other Services or equipment, the termination rights under GEO no. 111/2011 apply to the entire bundle to the extent required by law. Contractual changes are communicated on a durable medium, clearly and comprehensibly, at least 30 days in advance; if the law grants a right to terminate without cost, the notice expressly states it.

17.6. No waiver by Consumers. No statement in the contracting flow constitutes a Consumer's waiver of rights under GEO no. 111/2011. Any waiver permitted for an eligible Business Customer is obtained separately and expressly, with its content and date retained; it does not extend to rules that the law does not permit the parties to disapply.

18. Schedule A - aity Platform

A.1. aity Platform is the Provider's business e-mail and collaboration suite, including, depending on the selected plan and availability: e-mail on the Customer's own domain, calendar, contacts, file storage and sharing (drive), collaborative document editing, and an administration console. The features and quotas of each plan (number of mailboxes, storage space, sending limits) are those published on the product and pricing pages.

A.2. The subscription is charged per active End User. The Customer may add End Users at any time (charged pro rata for the remainder of the period) and may reduce their number effective from the next Subscription Period.

A.3. The Customer may export its data during the Service and Retrieval Period: messages and folders through IMAP, contacts through CardDAV/vCard, calendars through CalDAV/iCalendar, and files in their native formats through the web interface, WebDAV, or the available open interface. The current procedure and limitations are published at aity.tech/documents/porting.

A.4. Use of the e-mail service is subject to the anti-spam rules in the AUP, including published sending limits.

19. Schedule B - aity Cloud

B.1. aity Cloud provides self-service cloud infrastructure: compute resources (vCPU, RAM), block and object storage (S3), networking (IP addresses, load balancers), Kubernetes, and the related services listed in the console. Resources are metered at hourly resolution and invoiced under article 4.1(b).

B.2. Data traffic includes 4 TB per month per instance; beyond this limit, a fair-use policy applies without separate billing, under the AUP.

B.3. The Customer is solely responsible for its own workloads: operating systems, applications, configurations, security updates, access management, and application-level backups. The Provider is responsible for the underlying infrastructure in accordance with the SLA.

B.4. Colocation services and on-premises installations are contracted exclusively through individually negotiated agreements.

B.5. The standard Availability level is set out in the SLA. If the Customer's business requires a higher level (99.9%), it is available through a negotiated agreement - contact office@aity.ro.

B.6. The Customer may port objects and metadata accessible through the S3 protocol, Kubernetes configurations and manifests through standard APIs, the resource inventory, and the other Exportable Data and Digital Assets identified at aity.tech/documents/porting. For elements without a direct standard, including disk images or DNS configurations, the Provider supplies the structured format and assistance described in the porting procedure.

20. Final provisions

20.1. The Contract Documents represent the entire agreement of the parties regarding the Services and supersede any prior understandings concerning the same subject matter.

20.2. The invalidity of one clause does not affect the validity of the others; the invalid clause will be replaced by a valid clause as close as possible to the parties' original intent.

20.3. Failure to exercise a right does not constitute a waiver of it.

20.4. Notices. Notices to the Provider are sent to office@aity.ro. A Consumer's withdrawal statement may also be sent through the online function referred to in article 16.3 or by post to the published correspondence address. The special points of contact for DSA notices, switching/porting requests, and security incidents remain applicable for their respective purposes. Notices to the Customer are sent to the e-mail address associated with the Account; e-mail is recognized as a valid means of communication. Notices sent on a non-business day are deemed received on the next business day unless the law or Contract Documents provide otherwise.

20.5. Express acceptance of unusual standard clauses. For the purposes of articles 1202-1203 of the Romanian Civil Code, the Customer expressly accepts, in writing and separately from general acceptance of the Terms, through the dedicated checkbox in the contracting flow or by signing the order form, the following clauses: article 4.3 (automatic renewal), article 4.5 (dispute period, payment of undisputed amounts, and prohibition of set-off), article 4.6 (fee changes), article 4.9 (expiry of a Business Customer's Prepaid Credits), article 5.4 (express termination clause and termination by the Provider), article 5.5 (modification or withdrawal of free offers), article 5.6 (retrieval and deletion after termination), article 6 (suspension), article 8(e) and article 14 (resale and assignment restrictions), article 9 (warranty disclaimers), article 10 (limitation of liability), article 11 (indemnities), article 12 (amendment of the Contract Documents and Deemed Acceptance), articles 15.1-15.2 (governing law and jurisdiction), and articles 5.3-5.4 of the SLA (Service Credit claim period and sole remedy). The Provider retains proof of acceptance, including the Customer's identity and capacity, date and time, IP address, document versions, text and exact list of clauses, and makes it available to the Customer on a durable medium.

20.6. Electronic conclusion. In the online flow, the general acceptance checkbox and the checkbox under article 20.5 are unchecked by default and separate. For a Consumer requesting Provisioning during the withdrawal period, the statement in article 16.3 is also separate and unchecked. The final control for an Order involving payment is labelled "Order with obligation to pay". Before Provisioning, the Provider sends complete confirmation of the contract, including the Contract Documents and all checked statements, on a durable medium.

Version history

VERSION	DATE	CHANGES
1.0	15 August 2026	First published version.