

Terms and Conditions

Version: 2026-07-30.3

Effective date: 2026-07-14

Terms that apply to the use of the Digital Portal platform for forms, documents, and digital workflows.

1. Who we are and how to contact us

The Digital Portal platform is operated by SC CREATIVE CONCEPT TECHNOLOGIES S.R.L., Tax ID 37937493, Trade Register no. J40/11951/2017, with registered office at Str. Biserica Enei 2, Sector 1, București, România.

For operational, legal, or account questions, contact us at contact@digitalportal.ai. The service is available at <https://app.digitalportal.ai>.

The operator identification details should be checked periodically against the Romanian Trade Register and updated whenever they change.

2. Acceptance of these terms

By creating an account, signing in, inviting users, or using the platform, you confirm that you have read and accept these terms.

If you use the platform on behalf of an organisation, you confirm that you have authority to accept these terms for that organisation.

If you do not agree to these terms, do not use the platform.

3. The Digital Portal service

Digital Portal is software for creating, distributing, completing, and managing forms, documents, and digital workflows.

The platform is intended mainly for organisations and professional users. Some forms may be completed by people invited by our customers.

We may improve, modify, or withdraw features while respecting contractual commitments made to active customers.

4. Accounts, roles, and security

You are responsible for keeping account information accurate, protecting credentials, and all activity carried out through your account.

Organisation administrators are responsible for inviting, disabling, and configuring user roles in their organisation.

You must notify us without delay if you suspect unauthorised access, account compromise, or misuse of the platform.

5. Acceptable use

Do not use the platform for illegal, fraudulent, discriminatory, abusive, or rights-infringing activities.

Do not upload malware, try to bypass security controls, or run penetration tests without prior written approval.

Do not collect personal data, special category data, or confidential documents through forms unless you have a lawful basis, proper notice, and proportionate security controls.

Special category data, including health, biometric, political opinion, religion, trade union, sex life, or sexual orientation data, may be collected only where the law expressly permits it and you have implemented appropriate additional safeguards.

Do not collect children's data through the platform unless you can demonstrate compliance with all applicable legal requirements, including parental notice or consent where required.

We may suspend access where there is a security risk, material breach, authority request, or use that may harm the platform or other users.

6. Customer content and responsibilities

Customers keep their rights in content uploaded or generated through the platform, including forms, responses, files, logos, instructions, and configurations.

You grant us a limited right to host, process, transmit, and display customer content only as needed to provide the service, support, security, compliance, and technical improvement.

The customer is responsible for the lawfulness of content, notices to data subjects, establishing a lawful basis, required consents, and retention of documents under rules that apply to its organisation.

The customer is responsible for configuring forms, fields, recipients, retention periods, and user access in line with its own legal obligations.

7. Prices, billing, and plans

Plans, limits, prices, currency, taxes, and billing periods are those shown in the platform, commercial offer, or separate contract with the customer.

Prices may change for future periods on reasonable notice. Legal taxes, including VAT, may be added as required by applicable law.

For digital services supplied to consumers, statutory pre-contract information and withdrawal rights apply to the extent required by law. For business customers, agreed commercial terms apply within the limits of the law.

8. Intellectual property

The platform, software, interfaces, marks, design, documentation, and Digital Portal know-how remain owned by us or our licensors.

We grant you a limited, non-exclusive, non-transferable, revocable licence to use the platform in accordance with these terms and your active plan.

Feedback may be used to improve the service without disclosing customer confidential information.

9. Confidentiality and data protection

Each party will protect confidential information received from the other party and use it only for permitted purposes.

Personal data processing is described in the Privacy and Confidentiality Statement. For content and responses collected through customer forms, the customer is usually the controller and Digital Portal acts as processor under documented instructions.

Where Digital Portal acts as processor for the customer, the Data Processing Agreement supplements these terms and prevails for matters specific to Article 28 GDPR.

We may access customer content only for service operation, support, maintenance, security, legal compliance, troubleshooting, or carrying out the customer's documented instructions.

10. Availability, support, and maintenance

We use reasonable efforts to keep the platform available and secure. Interruptions may occur due to maintenance, updates, third-party providers, technical incidents, or events outside our control.

Support is provided through the channels communicated in the platform or in the applicable commercial contract.

11. Liability

The platform is provided with reasonable professional care. We do not guarantee that the service will be uninterrupted, error-free, or suitable for any undisclosed purpose.

To the extent permitted by law, we are not liable for indirect losses, loss of profit, data loss caused by the

customer, interruptions caused by third-party providers, or use contrary to these terms.

To the extent permitted by law and unless a separate commercial contract sets a different cap, Digital Portal's total liability for claims related to the service is limited to the amounts paid by the customer for the service in the 12 months before the event giving rise to the claim.

The customer will indemnify Digital Portal for claims, fines, costs, and losses arising from unlawful use of the service, unlawful data collection, customer content, or the customer's breach of obligations to data subjects.

Nothing limits liability that cannot be limited by law, including fraud, wilful misconduct, personal injury, or mandatory consumer rights.

12. Termination

You may stop using the platform at any time. Data export or deletion should be completed before closing an account, except for data we must retain by law.

After termination, we may keep customer content for a limited period for export, operational recovery, backups, and legal defence, after which data is deleted or anonymised under applicable policies.

We may suspend or close accounts for non-payment, security risk, breach of terms, or legal request.

13. Disputes, governing law, and authorities

These terms are governed by Romanian law without excluding mandatory consumer rights under applicable law.

We try to resolve disputes amicably. If that fails, disputes will be handled by the competent Romanian courts, subject to mandatory jurisdiction rules.

Consumers may use Romanian ADR mechanisms coordinated by ANPC. The European ODR platform closed on 20 July 2025, so this document does not include an active ODR link.

14. Changes

We may update these terms for legal, operational, or technical changes. The version published in the platform at the time of use applies.

Material changes will be communicated through the platform, email, or another reasonable channel.

The current version of this document applies from the effective date shown above.