

Public Agreement (Offer) for the Use of the ECOM.md Platform

Software-as-a-Service services for the use, maintenance and technical support of a website.

This version is effective from 16.10.2026 (replaces the version of 06.12.2024).

Contents

1. Parties	11. Intellectual Property
2. Terms and Definitions	12. Amendments
3. Subject Matter	13. Termination
4. Acceptance	14. Force Majeure
5. Term. Technical Support	15. Dispute Resolution
6. Obligations of the Parties	16. Personal Data Processing
7. Financial Terms	17. Notices
8. Suspension of Services	18. Final Provisions
9. Confidentiality and Data Protection	Annex 1. List of Sub-processors
10. Liability	Annex 2. Technical and Organisational Security Measures

This Public Agreement (the “Agreement”) is a public offer within the meaning of Article 1029 of the Civil Code of the Republic of Moldova, addressed by “ALSODEV” S.R.L. to any legal entity or natural person engaged in business activity who intends to use the services provided through the ECOM.md platform available at <https://ecom.md>. “ALSODEV” S.R.L. expresses its intention to be bound by this Agreement from the moment of its acceptance. The Beneficiary accepts the terms of this Agreement by making the first advance payment for the Services. Under the Civil Code of the Republic of Moldova, the Agreement is valid without the Parties’ signatures.

This Agreement fully governs the contractual relationship between the Parties. In particular cases the Parties may agree on specific terms (for example, an individual tariff plan, a fixed term or other derogating terms) by signing an annex or an additional agreement, which becomes an integral part of this Agreement. In the absence of such an annex, the relationship between the Parties, including the amount of payment, is governed exclusively by this Agreement, the tariff plan selected by the Beneficiary on the Platform and the tax invoices issued by the Provider.

1. Parties

- 1.1.** Provider: “ALSODEV” S.R.L., a legal entity registered in the Republic of Moldova, IDNO 1017600039241, with its registered office at 78/2 Vadul lui Vodă St., Chişinău, represented by its administrator ALEXA Iulian, acting under the Articles of Association (the “Provider”).
- 1.2.** Beneficiary: a legal entity or a natural person registered as an entrepreneur who has accepted this Agreement under Section 4 and enters into it for the purposes of its business or professional activity (the “Beneficiary”). The Agreement is not intended for consumers.
- 1.3.** The Provider and the Beneficiary are each referred to as a “Party” and together as the “Parties”.

2. Terms and Definitions

2.1. In this Agreement the following terms have the meanings below:

- **Platform** – the closed information system named ECOM.md, owned and administered by the Provider, available at <https://ecom.md>, which allows the Beneficiary to use SaaS functionality to create, configure and administer a website.
- **Services** – all actions performed by the Provider under this Agreement, including access to the Platform, website configuration, hosting, integrations, maintenance and technical support.
- **Website** – the Beneficiary's website configured on the Platform and hosted on a domain indicated by the Beneficiary or on a subdomain of the form site.ecom.md.
- **Content** – any information placed by the Beneficiary on the Platform, including texts, images, video files, names, trademarks, product data and any other materials owned by the Beneficiary, save as otherwise provided in this Agreement.
- **Account** – the Beneficiary's personal account created on the Platform through which it accesses and manages the Services.
- **Tariff Plan / Tariff** – the service plan selected by the Beneficiary from those published at <https://ecom.md/tariffs>, which determines the included features, usage limits and subscription price.
- **Subscription** – the periodic payment made by the Beneficiary for the use of the Platform and related Services under the selected Tariff Plan, in the amount shown in the tax invoices issued by the Provider.
- **Tax Invoice** – a fiscal document issued by the Provider through <https://efactura.sfs.md>, showing the amount payable by the Beneficiary for the relevant period based on the selected Tariff Plan and activated add-on modules.

3. Subject Matter

3.1. The Provider undertakes to grant the Beneficiary the right to use the ECOM.md Platform and to provide configuration, maintenance and technical support services for the Beneficiary's website, and the Beneficiary undertakes to pay for the Services rendered under this Agreement.

3.2. The Services include:

- access to the Platform's functionality under the selected Tariff Plan;
- creation of the Beneficiary's Account on the Platform;
- configuration and administration of the website, including integration of add-on modules;
- connection of integrations with agreed third-party systems and services;
- hosting of the website on the domain indicated by the Beneficiary or on a subdomain of the form site.ecom.md;
- technical maintenance and ensuring continuous operation of the Platform;
- technical support under clause 5.2.

4. Acceptance

4.1. This Agreement is deemed concluded and produces legal effects from the date the Beneficiary makes the first advance payment for the Services.

4.2. By making the first payment the Beneficiary confirms that it has read this Agreement in full, accepts it without reservation and enters into it for the purposes of its business or professional activity.

- 4.3.** The Parties' signatures are not required for this Agreement to be valid. In the cases set out in clause 4.4, acceptance may additionally be confirmed by signing an annex or an additional agreement.
- 4.4.** The Parties may agree on individual terms (for example, a custom tariff plan, a fixed term, special payment terms or other derogating provisions) by concluding a written annex or additional agreement signed by both Parties. In the absence of such a document, the relationship between the Parties is fully governed by this Agreement.
-

5. Term. Technical Support

- 5.1.** This Agreement is concluded for an indefinite term and remains in force while the Beneficiary pays the Subscription on time. Each Subscription payment automatically extends the right to use the Services for the paid period without further formalities. The consequences of non-payment are set out in clauses 13.1 c) and 13.3.
- 5.2.** Technical support is provided on working days from 09:00 to 18:00 (official time of the Republic of Moldova), except public holidays established by the legislation of the Republic of Moldova.
- 5.3.** In particular cases the Parties may agree in an annex or additional agreement on a fixed term of use of the Services and/or specific renewal terms.
-

6. Obligations of the Parties

- 6.1.** Obligations of the Provider. The Provider undertakes:
- to create the Beneficiary's Account on the Platform within a reasonable time after confirmation of payment;
 - to configure the website according to the requirements agreed with the Beneficiary and the selected Tariff Plan, including integration of the requested add-on modules;
 - to host the website on the domain indicated by the Beneficiary or on a subdomain of the form `site.ecom.md`;
 - to ensure continuous operation of the Platform, except for scheduled maintenance of which the Beneficiary is notified in advance where possible;
 - to provide technical support under clause 5.2;
 - to store the Beneficiary's data and ensure its security as provided in Section 16 and Annex 2;
 - to keep the Beneficiary's data confidential as provided in Sections 9 and 16 and the Privacy Policy (clause 16.3);
 - to issue tax invoices through <https://efactura.sfs.md>;
 - to comply with the legislation of the Republic of Moldova applicable to its activity.
- 6.2.** Obligations of the Beneficiary. The Beneficiary undertakes:
- to provide the Provider with all information, materials and access needed to configure the website and integrations;
 - to comply with the legislation of the Republic of Moldova regarding the Content placed on the website and the Platform, being solely responsible for it;
 - to perform the obligations of the controller of the personal data of the website's customers and visitors under Section 16;
 - not to use the Platform for unlawful purposes or purposes contrary to public order or morality;
 - to keep the Account access credentials secure and not disclose them to unauthorised third parties;
 - to pay for the Services within the time limits and in the manner set out in Section 7;

- to accept the tax invoice issued by the Provider no later than the 25th day of the month in which it was issued;
 - to notify the Provider without undue delay of any incident, malfunction or unauthorised use of the Account.
-

7. Financial Terms

- 7.1.** The amount payable by the Beneficiary depends on the Tariff Plan selected on the Platform and the activated add-on modules, according to the list published at <https://ecom.md/tariffs> on the date of the tax invoice.
- 7.2.** The specific amount for each billing period is shown in the tax invoice issued by the Provider through <https://efactura.sfs.md>.
- 7.3.** Payment is made periodically by bank transfer to the Provider's account on the basis of the issued tax invoice, within the term stated in it or, if no term is stated, before the start of the paid period.
- 7.4.** Acceptance of the tax invoice by the Beneficiary confirms both the provision of the Services for the relevant period and the amount payable. The Beneficiary must accept the tax invoice no later than the 25th day of the month in which it was issued.
- 7.5.** Payments made, including for the unused part of a paid period, are non-refundable regardless of the reason for termination or suspension of the Agreement.
- 7.6.** If the Beneficiary changes the Tariff Plan or activates or deactivates add-on modules, the amount payable is adjusted accordingly from the month following the month of the change and is shown in the tax invoice for that period.
- 7.7.** The Provider may update the tariffs published at <https://ecom.md/tariffs>. Updated tariffs apply to the Beneficiary as provided in Section 12.
-

8. Suspension of Services

- 8.1.** The Beneficiary's access to the Platform and the Services is provided subject to prepayment of the Services according to the invoice issued by the Provider.
- 8.2.** The Provider may fully or partially suspend the Beneficiary's access to the Platform and the Services without compensation in the following cases:
- late payment for the Services, including during the grace period under clause 13.3;
 - breach of this Agreement by the Beneficiary;
 - placement on the Platform of unlawful Content or Content infringing third-party rights;
 - scheduled maintenance, with prior notice where possible.
- 8.3.** Access to the Services is restored after the causes of the suspension have been removed.
-

9. Confidentiality and Data Protection

- 9.1.** The Provider ensures the security of the Beneficiary's data by applying the measures described in Annex 2.
- 9.2.** The Provider undertakes to keep the Beneficiary's data confidential and not to disclose it to third parties without the Beneficiary's prior consent, except to sub-processors engaged under Section 16, in cases expressly provided by law and at the request of competent authorities.

- 9.3.** The Beneficiary is solely responsible for the security of its Account access credentials, including passwords, and for any action performed from its Account.
- 9.4.** The Parties undertake to comply with:
- Law No. 195/2024 on personal data protection;
 - Law No. 105/2003 on consumer protection (to the extent applicable);
 - the tax legislation of the Republic of Moldova;
 - any other regulations applicable to personal data processing and e-commerce.
- 9.5.** The processing of personal data in the course of providing the Services is governed by Section 16.
-

10. Liability

- 10.1.** The Parties are liable for non-performance or improper performance of their obligations under this Agreement in accordance with the Civil Code of the Republic of Moldova.
- 10.2.** The Beneficiary bears full and sole responsibility for the Content published on the website and for any legal consequences arising from it.
- 10.3.** The Provider is not liable for:
- unauthorised access to the Account or the Beneficiary's data made possible by the Beneficiary's acts or omissions;
 - loss of data caused by the Beneficiary or by the actions of unauthorised third parties, provided that the Provider has performed its obligations under Section 16 and Annex 2;
 - inability to use the Services for reasons related to the Beneficiary's equipment, internet connection or settings;
 - indirect losses, lost profits or reputational damage, to the extent permitted by law.
-

11. Intellectual Property

- 11.1.** All rights to the Platform, source code, design, templates, interfaces and databases belong exclusively to the Provider and/or its licensors and are protected by intellectual property law. The personal data of the website's customers and visitors are not databases of the Provider within the meaning of this clause and are processed under Section 16.
- 11.2.** For the term of the Agreement the Provider grants the Beneficiary a non-exclusive, non-transferable and non-sublicensable right to use the Platform solely to use the Services under the selected Tariff Plan.
- 11.3.** Content placed on the website remains the property of the Beneficiary. By placing Content on the Platform, the Beneficiary grants the Provider a limited right to store, process and display it solely for the purpose of providing the Services.
- 11.4.** Transfer of rights to the website or its migration outside the Platform is carried out separately, under a written additional agreement between the Parties, for a fee. The fee is set by the Provider depending on the technical complexity of the migration and the data volume, according to the tariffs published at <https://ecom.md/tariffs> or, if none, according to a commercial offer sent to the Beneficiary. Export of personal data under clause 16.32 is free of charge.

12. Amendments

- 12.1.** The Provider may unilaterally amend this Agreement by publishing an updated version at <https://ecom.md/contract>. Amendments take effect 14 (fourteen) calendar days after publication.
- 12.2.** Continued use of the Services and/or payment of the Subscription after amendments take effect constitutes the Beneficiary's acceptance of them.
- 12.3.** Where the Parties have agreed individual terms in an annex or written additional agreement, those terms may be amended only by a written additional agreement signed by both Parties.

13. Termination

- 13.1.** This Agreement terminates:
- a) by unilateral withdrawal with written notice to the other Party at least 30 (thirty) calendar days before the termination date;
 - b) by termination for breach of contractual obligations, after a reasonable cure period granted to the defaulting Party;
 - c) automatically – from the first day of the period for which the Subscription has not been paid on time;
 - d) in the case provided in clause 16.19.
- 13.2.** After termination of the Agreement:
- the Beneficiary's access to the Platform and the Services ends, except for data export under clause 16.32;
 - personal data are returned and deleted under clauses 16.32–16.35;
 - migration of the website outside the Platform is carried out under clause 11.4;
 - payments made are non-refundable (clause 7.5).
- 13.3.** After termination under clause 13.1 c), the Provider may, but is not obliged to, keep the website and the Account running for the time the Beneficiary needs to pay (grace period). If payment is received within the grace period, the Agreement is deemed not to have terminated. The period under clause 16.32 runs from the end of the grace period.

14. Force Majeure

- 14.1.** The Parties are released from liability for full or partial non-performance of their obligations caused by force majeure within the meaning of the Civil Code of the Republic of Moldova.
- 14.2.** The Party affected by force majeure must notify the other Party in writing within 5 (five) working days of its occurrence and, where possible, provide supporting documents issued by the competent authorities.

15. Dispute Resolution

- 15.1.** Any dispute between the Parties relating to the interpretation, performance or termination of this Agreement shall first be resolved amicably through direct negotiations.
- 15.2.** If an amicable settlement is not possible, the dispute shall be referred to the competent courts of the Republic of Moldova.

16. Personal Data Processing

Roles of the Parties

- 16.1.** This Section governs the processing of personal data carried out by the Provider on behalf of the Beneficiary in the course of providing the Services and is drawn up in accordance with Article 28 of Law No. 195/2024 on personal data protection (the “Law”). Where Regulation (EU) 2016/679 (GDPR) applies to the Beneficiary, this Section also applies for the purposes of Article 28 GDPR.
- 16.2.** The Beneficiary is the controller of the personal data of the website’s customers and visitors. The Beneficiary alone decides which data to collect, for what purpose, on what legal basis and for how long to keep them. The Provider supplies the Platform and processes these data solely as a processor, to the extent necessary for the Platform to operate.
- 16.3.** The Provider is an independent controller only of the data of the Beneficiary itself and of the users of its Account: accounts, logins and passwords for the admin panel, contact and payment details, and data needed for tax invoicing and technical support. The Provider processes these data to conclude and perform the Agreement, issue tax invoices, provide technical support and comply with legal requirements. They are kept for the term of the Agreement and thereafter for the period required by accounting legislation. Recipients may include the Provider’s service providers (hosting, email, support tools). Details are set out in the Privacy Policy published at <https://ecom.md/en/privacy-policy>. This Section does not apply to these data.
- 16.4.** The terms “personal data”, “processing”, “controller”, “processor”, “data subject” and “personal data breach” have the meanings given in the Law.

Subject matter, nature, purpose and duration of processing

- 16.5.** The subject matter of processing is the personal data that the Beneficiary and the website’s customers and visitors enter on the Platform or that arise from its use.
- 16.6.** Nature of processing: collection through website forms, recording, storage, display in the Account, backup, transfer to integrations connected by the Beneficiary, export and deletion.
- 16.7.** The purpose of processing is the provision of the Services: operation of the website and the Account, hosting, technical maintenance, technical support and Platform security. The Provider does not use these data for its own purposes, including advertising, and does not share them with other Beneficiaries.
- 16.8.** Processing lasts for the term of the Agreement and the period of return and deletion under clauses 16.32–16.35. While the Agreement is in force, the Provider does not delete data on its own initiative: retention periods are set by the Beneficiary, who deletes data using the Account.
- 16.9.** The Beneficiary’s instructions are this Agreement, the Beneficiary’s settings and actions in the Account, and its written requests to technical support.

Categories of data and data subjects

- 16.10.** The Provider processes the following categories of data (the actual scope depends on the Beneficiary’s settings):

Data subjects	Personal data
Website customers	Order data: name, email, phone, delivery address, comment, items and total, payment and delivery method, IP address, traffic source tags. Customer account: name, email, phone, addresses, favourites, social login identifier. Data entered in the checkout form before an order is placed. Reviews: name, email, text

Data subjects	Personal data
Website visitors	IP address, browser technical data, Platform cookies, cookie consent log (choice, date, IP address, browser)

- 16.11.** Customer passwords are stored only as an irreversible hash. Customers enter bank card data on the page of the bank or payment system: the Platform neither receives nor stores card data and keeps only the transaction identifier and status. If the Beneficiary has enabled sending login credentials in the email to the customer, the password is sent to the customer by email (clause 16.25).
- 16.12.** The Platform is not intended for special categories of personal data (health, biometric, criminal records, etc.). The Beneficiary undertakes not to place or collect such data through the Platform.

Obligations of the Provider

- 16.13.** The Provider undertakes:
- a) to process personal data only on the Beneficiary's documented instructions (clause 16.9), including with regard to transfers to other countries. Where processing is required by law, the Provider informs the Beneficiary before processing unless the law prohibits such information;
 - b) to inform the Beneficiary without delay if, in the Provider's opinion, an instruction infringes the Law;
 - c) to give access to personal data only to staff who need it to provide the Services and have committed in writing to confidentiality;
 - d) to take the technical and organisational security measures required by Article 32 of the Law and described in Annex 2;
 - e) to engage sub-processors only under clauses 16.17–16.19;
 - f) to assist the Beneficiary in responding to data subject requests (clauses 16.29–16.30);
 - g) to assist the Beneficiary in ensuring security of processing, notifying personal data breaches, data protection impact assessments and consultations with the supervisory authority, within the information available to the Provider;
 - h) after termination of the Agreement, to return and delete personal data under clauses 16.32–16.35;
 - i) to make available to the Beneficiary the information demonstrating compliance with this Section and to contribute to audits (clauses 16.36–16.37).
- 16.14.** The Provider's staff log into the Beneficiary's Account and see customer data only to configure the website, provide technical support and fix malfunctions. Changes they make are recorded in a log.

Obligations of the Beneficiary

- 16.15.** As controller, the Beneficiary:
- a) determines in the Account settings which data the website collects (checkout form fields, customer registration, reviews), for what purpose and how long they are kept, and ensures a legal basis for processing;
 - b) publishes a privacy policy and a cookie policy on the website and keeps them up to date;
 - c) obtains customers' consent where required by law, including for marketing messages and analytics cookies;
 - d) decides which third-party services, counters, pixels and scripts to connect to the website and is responsible for their use;
 - e) responds to data subject requests and, where required, notifies the supervisory authority and data subjects of personal data breaches;
 - f) is responsible for the lawfulness of the instructions it gives to the Provider;

- g) manages its staff's access to the Account and is responsible for the security of access credentials under clause 9.3.

16.16. Third-party services connected to the website at the Beneficiary's choice (payment systems, lenders, delivery services, CRM and accounting systems, mailing services, analytics, advertising pixels) are not sub-processors of the Provider. Data are transferred to them on the Beneficiary's instruction, and the Beneficiary governs its relationship with them independently. The Provider does not send marketing messages to the Beneficiary's customers on its own behalf and does not install analytics or advertising scripts on the website. If the Beneficiary has not set its own sender address, order emails to customers are sent from the Platform's address on behalf of and as instructed by the Beneficiary.

Sub-processors

- 16.17.** The Beneficiary gives the Provider general authorisation to engage other processors ("sub-processors") listed in Annex 1.
- 16.18.** The Provider concludes with each sub-processor a contract imposing data protection obligations no less protective than those in this Section and is liable to the Beneficiary for the sub-processor's acts as for its own.
- 16.19.** The Provider gives notice of adding or replacing a sub-processor by publishing an updated Annex 1 under Section 12 at least 14 calendar days before the change. Within this period the Beneficiary may send a reasoned written objection. If the Parties do not find a solution, the Beneficiary may withdraw from the Agreement before the date of the change without observing the notice period in clause 13.1 a).

Data location and international transfers

- 16.20.** The main database containing personal data, files and backups are stored on the servers of the hosting provider listed in Annex 1, in the Republic of Moldova.
- 16.21.** Some sub-processors listed in Annex 1 process data outside the Republic of Moldova – in the European Union and the USA. Such transfers take place only with the safeguards provided in Articles 44–50 of the Law, including contractual data protection clauses concluded with the sub-processor.
- 16.22.** The Provider gives notice of any change in the country of data storage under clause 16.19.

Security measures

- 16.23.** The Provider applies the technical and organisational measures described in Annex 2.
- 16.24.** The Provider may change these measures as the Platform evolves, provided the level of protection is not reduced.
- 16.25.** The Beneficiary is responsible for security on its side: strength and safekeeping of passwords, Account user permissions, protection of the devices used to log in, and enabling the security features available in the Account (two-factor authentication, sign-out from all devices, IP address restrictions), as well as for the choice of customer notification settings, including sending login credentials by email.

Personal data breaches

- 16.26.** The Provider notifies the Beneficiary of a security breach affecting its data under Section 17, without undue delay and no later than 48 hours after becoming aware of it.
- 16.27.** The notification contains: a description of the breach; the categories and approximate number of data subjects and records concerned; the likely consequences; the measures taken and planned; a contact point. Information not yet available is provided as it becomes known.
- 16.28.** The Provider takes measures to remedy the breach and its consequences. Notifying the supervisory authority and data subjects remains the Beneficiary's obligation; the Provider does not do so on its behalf without instruction.

Requests from data subjects and authorities

- 16.29.** If a data subject contacts the Provider directly, the Provider forwards the request to the Beneficiary within 5 working days and does not respond to it on the merits.
- 16.30.** The Beneficiary handles data subject requests itself: export of orders and customers is available in the Account, and customers can delete their own accounts. If this is not sufficient, the Provider, upon the Beneficiary's written request, exports or deletes the data of a specific customer within 15 working days. On deletion, orders are anonymised where the Beneficiary must keep them for accounting purposes.
- 16.31.** The Provider informs the Beneficiary of a public authority's request to disclose the Beneficiary's personal data before disclosure, unless the law prohibits such information.

Return and deletion of data

- 16.32.** Within 30 calendar days after termination of the Agreement, the Beneficiary may, free of charge, export data from the Account (orders – XLSX or CSV, customers – CSV, via API – JSON) or request a full export of personal data. Migration of the website is carried out under clause 11.4.
- 16.33.** After this period, the Provider deletes personal data from the production database within a reasonable time and from backups as they are rotated; in any case, the data are fully deleted no later than 12 months. Until deleted from backups, the data are not used.
- 16.34.** Before termination of the Agreement, the Beneficiary may request deletion of data without return. The Provider keeps data beyond these periods only when and to the extent required by law.
- 16.35.** Upon the Beneficiary's written request, the Provider confirms the deletion in writing.

Audits

- 16.36.** Upon the Beneficiary's written request, but no more than once a year, the Provider provides within 20 working days information on compliance with this Section: a description of security measures, the list of sub-processors and answers to the Beneficiary's questions. Detailed infrastructure information is provided on a confidential basis. The frequency limit does not apply after a security breach or at the request of the supervisory authority.
- 16.37.** If this information is not sufficient, the Beneficiary may carry out an audit itself or through an independent auditor bound by confidentiality. The Beneficiary gives 30 calendar days' notice of the audit. The audit takes place during working hours, without access to other Beneficiaries' data and at the Beneficiary's expense.

Liability and relation to other Sections

- 16.38.** The Provider is liable only for performing the processor obligations set out in the Law and this Section and for the acts of its sub-processors. The Beneficiary is responsible for the lawfulness of collecting and using customer data, the website's privacy policy, services and scripts it connects, responses to data subjects and notifications to the supervisory authority. Otherwise, the Parties' liability is governed by Section 10.
- 16.39.** In matters of personal data processing, this Section prevails over the other provisions of the Agreement.
- 16.40.** Requests concerning personal data should be sent to the Provider at help@ecom.md.

17. Notices

- 17.1. All notices between the Parties are given in writing by registered letter with acknowledgement of receipt, by courier or by email – to the contact addresses provided by the Beneficiary when creating the Account and to the Provider's contact details published at <https://ecom.md>, or to other addresses later communicated in writing.
- 17.2. Notices sent by email are deemed received on the date of confirmation of receipt or, in the absence of such confirmation, on the first working day after dispatch.

18. Final Provisions

- 18.1. This Agreement is governed by the legislation of the Republic of Moldova, including the Civil Code of the Republic of Moldova, Law No. 195/2024 on personal data protection, Law No. 105/2003 on consumer protection (to the extent applicable) and the applicable tax legislation.
- 18.2. Annexes 1 and 2, as well as any annexes or additional agreements signed by both Parties, form an integral part of this Agreement. In case of conflict between this Agreement and a signed annex or additional agreement, the latter prevails.
- 18.3. The invalidity of one or more provisions of this Agreement does not affect the validity of the remaining provisions, provided they can produce legal effects independently.
- 18.4. This Agreement is drawn up in Romanian, Russian and English. In case of discrepancy between the texts, the Romanian text prevails.
- 18.5. This version of the Agreement enters into force on 16.10.2026 and replaces the version of 06.12.2024.
- 18.6. Provider details: "ALSODEV" S.R.L., registered office: 78/2 Vadul lui Vodă St., Chişinău; IDNO 1017600039241; VAT code 0611824; bank: BC "Moldindconbank" SA, A. Russo branch; IBAN MD14ML000000000225136688; personal data enquiries: help@ecom.md.

Annex 1. List of Sub-processors

The list includes services the Provider itself uses to operate the Platform and which may receive customers' personal data. Services connected by the Beneficiary are not included (clause 16.16).

Purpose	Sub-processor	Country of processing	Data
Hosting of servers, database and files, backups, DDoS protection	S.R.L. "FOXCLOUD COMMUNICATIONS"	Republic of Moldova	All data under clause 16.10
Sending order and password recovery emails	Google LLC / Google Ireland Ltd (Google Workspace)	USA, EU	Name, email, phone, address, order items; login credentials if the Beneficiary has enabled sending them (clause 16.25)
Form spam protection, Google sign-in	Google LLC (reCAPTCHA, Google Sign-In)	USA	IP address, browser technical data; with Google sign-in – name and email
Technical error reporting	Functional Software, Inc. (Sentry)	EU (Germany), US company	Technical error data, may include email and IP address. Passwords, tokens, keys, card data and cookies are removed before sending; retention 90 days

Annex 2. Technical and Organisational Security Measures

The main measures are described below. A detailed description of the infrastructure and the list of persons with access are not published and are provided to the Beneficiary on request on a confidential basis (clause 16.36).

- 1. Organisational measures.** The Provider's staff sign a confidentiality undertaking. Only staff who need it for their role have access to servers and the database.
- 2. Data separation.** Each record is linked to the Beneficiary's website; Account users see only their own website's data.
- 3. Access control.** Server access is by cryptographic keys. The Account has user roles and permissions. Login attempts are rate-limited. Passwords are stored only as an irreversible salted hash. At the Beneficiary's choice, the following can be enabled in the Account: two-factor authentication via an authenticator app (the secret is stored encrypted, backup codes only as hashes); sign-out from all devices; restriction of access to the admin API and to data exchange with accounting systems to a list of allowed IP addresses.
- 4. Encryption.** The website and the Account work only over HTTPS (TLS 1.2 or higher). Backups are encrypted (AES-256) at creation, with no unencrypted intermediate files.
- 5. Backups.** The database is backed up twice a day; backups are kept in the Republic of Moldova for no longer than 12 months.
- 6. Logs.** Changes in the Account (who changed what and when) are kept for 90 days. Access to servers and to the website is recorded in technical logs.
- 7. Infrastructure protection.** DDoS protection, firewall, brute-force blocking, daily automatic installation of security updates. Platform code is reviewed. Code and third-party libraries are automatically scanned for vulnerabilities on every release; a release with a high or critical vulnerability is blocked.
- 8. Monitoring and incidents.** Platform availability and errors are monitored around the clock with team alerts. The Provider has a designated person responsible for incident response.

Provider details

Company	"ALSODEV" S.R.L.
Registered address	mun. Chişinău, str. Vadul lui Vodă, 78/2
IDNO	1017600039241
VAT code	0611824
Bank	BC "Moldindconbank" SA, fil. A. Russo
IBAN	MD14ML000000000225136688
Contacts	+373 22 022 415 · sales@ecom.md · help@ecom.md