

# **SIGNOSOFT SERVICES TERMS AND CONDITIONS**

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Signosoft s.r.o.

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This document contains the terms of use of the services offered by Signosoft s.r.o. (“Signosoft, “Operator”, “we”, “us”). This Web site and the services made available on the Site is subject to these Terms of use. These terms and conditions govern your usage of the digital signature services provided by Signosoft, including acknowledgement, online upload, display, limited storage service and delivery (herein after referred to as the “services”). The services are subject to your acceptance of these terms and conditions, do not use our services if you do not agree with these terms and conditions.

## **ARBITRATION NOTICE**

BY ACCEPTING THESE TERMS OF USE, YOU AGREE THAT DISPUTES BETWEEN YOU AND SIGNOSOFT S.R.O. WILL BE RESOLVED BY MANDATORY ARBITRATION, INCLUDING A WAIVER OF JURY TRIALS AND CLASS ACTION LAWSUITS

## **Changes**

The terms and conditions may be changed. If changed, you will be notified about any changes in these terms and conditions. If changed, the last updated date given above will be revised. If you do not agree with the updated terms and conditions, do not use our services. The then-current version of terms and conditions will supersede all earlier versions of the terms and conditions.

## **License to our services**

Subject to accepting these terms and conditions and using our services, Signosoft and our services grant you non-exclusive, non-transferable license to use our Services. You agree not to re-sell our services in any way without the written permission of Signosoft. The usage of the service and the terms and conditions DO NOT give you any rights or interest in any

intellectual property related to our Services. Signosoft does not guarantee the availability of content on our Services.

### **Content**

All uploaded content by the user remains in the intellectual property ownership of the user, we do not claim ownership over any of the user's content. These terms and conditions only grant us the limited rights required for the provision of the service.

You ensure that all information provided by you is correct and up to date. You are obliged not to use Signosoft for activities which contravene legal restrictions, which are contra bonos mores, or which contravene the rights of third parties. In particular, this applies to the following activities:

- (a) Distribution of harmful software
- (b) Sending of e-mails to third parties for advertising purposes, where the recipient has not specifically given consent for this, or where no permission has been granted;
- (c) Manipulation in any form of Signosoft and/or the software running on it.

### **Payment**

Signosoft offers three plans. Signosoft offers the Free plan in which the user is not required to pay and Standard and Professional plans, which require payment.

The user can choose the Standard or Professional plan (also referred as "paid plans") for which the user is required to pay. With signing up for one of the paid plans, the user agrees to pay and take responsibility for all charges required in the chosen plan. The user can choose between annual and monthly billing for the plans. The paid plans automatically renewed on the renewal date. If annual billing is chosen, the renewal date is every year on the same date on which the initial payment was made. If monthly billing is chosen, the renewal date is every month on the same day of the month on which the initial payment was made. Payment is received from the credit or debit card provided by the user upon purchasing the monthly plan.

## **Cancellation**

If the plan is cancelled, the user can use the Services until the end of the current billing period. The user will not be charged anymore within the next billing period and the account of the user will switch to the free plan.

## **Expanding the services**

Signosoft is entitled to expand its services, to adapt to technological advances, and/or to adopt improvements. This is particularly applicable where the adaptation appears to be necessary in order to prevent abuse, or where Signosoft is obliged to adapt services due to legal requirements.

If the Signosoft provides additional services without requesting additional payment, the Customer has no claim for performance for delivery of the services. Signosoft is entitled to cease, alter or to request payment for such services provided free of charge. In such instances, Signosoft will inform the customers in a timely manner.

## **Linking to our services**

The services may provide links to other independent third party products or services that may be of interest to the user. Signosoft does not control the linked third party content and we do not guarantee the accuracy and quality of such content.

## **Use policies**

You are responsible for all content that you upload, submit, transmit, publish or display. You will not use our services to upload, submit, transmit, publish or display content that contains information which is harmful, threatening, abusive or invasive of another's privacy. Signosoft reserves the right to remove any content from our site and/or services if required to do so by law or if such action is necessary to protect the right or property of Signosoft or the rights of the users of our Services.

You are not allowed to share your password or let others access your account.

## **Restrictions**

The user is required to use the Services in compliance with all applicable laws. The user is not permitted to re-sell, modify, copy, store or distribute the Service content. The user is not permitted to rent or lease his or her access to our services to another person or party.

#### **Disclaimer of liability**

Signosoft is under no obligation to become involved in any dispute that you may have with other users. Signosoft disclaims all responsibility for unauthorized access to the account of the user or automatic forwarding of messages and/or viruses.

#### **Termination**

Subject to this section, the Terms will remain in full force while the user uses our services. Signosoft can terminate the account of the user at any time, with or without notice, with or without cause, with effective immediately and without liability. The user agrees that Signosoft will not be liable to the user or any third party for the termination.

The user can terminate his or her account at any time of using the Services.

#### **Feedback**

Signosoft may offer you tools to provide feedback and ideas for the offered Services ("Feedback"). By providing Feedback, you agree that we may, in our sole discretion, use it. You grant us a free license to use the Feedback for any purpose, in any media software or technology, without providing attribution or compensation to you or any third party.

If further information is required or you have any questions regarding the use of our services, contact us at [esign@signosoft.com](mailto:esign@signosoft.com), we will be glad to provide further information.