

Sign.net License and Acceptable Use Policy

Last updated on: 02 June 2020

IMPORTANT NOTICE: THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION GOVERNING DISPUTES ARISING FROM USE OF THE SIGN.NET SERVICES. IT AFFECTS YOUR LEGAL RIGHTS AS BELOW. PLEASE READ CAREFULLY.

These Sign.net Services Terms and Conditions (“Terms”) govern access to and use of the Sign.net (“Sign.net, “we” or “us”) web sites and services (collectively, the “Site”) by various site visitors (“Site Visitors”) and by individuals or entities who purchase services (Sign.net Services”) or create an account (“Account”) and their Authorized Users (collectively “Customers”). By using the Site or any Sign.net Services, you as a Site Visitor or Customer accept these Terms (whether on behalf of yourself or a legal entity you represent). An “Authorized User” of a Customer is each an individual natural person, whether an employee, business partner, contractor, or agent of a Customer who is registered or permitted by Customer to use the Sign.net Services subject to these Terms and up to any maximum number of users or uses specified at the time of purchase. Customers and Site Visitors may be referred to in these Terms as “you” and “your” as applicable.

If you are a Customer and you or your organization are bound by a Master Services Agreement with Sign.net (“Corporate Terms”), then these Terms will apply, if at all, only to use of the Site or any Sign.net Services to the extent such use is not already governed by such a Master Services Agreement. For the avoidance of doubt, all references to the “Site” in these Terms also include the Sign.net Services.

BY ACCESSING, USING, OR DOWNLOADING ANY MATERIALS FROM THE SITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED AND MUST CEASE USING THE SITE IMMEDIATELY.

1 Updates and Communications

1.1 We may revise these Terms or any additional terms and conditions that are relevant to a particular Sign.net Service from time to time to reflect changes in the law or to the Sign.net Services. We will post the revised terms on the Site with a “last updated” date. PLEASE REVIEW THE SITE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF ANY REVISIONS. IF YOU CONTINUE TO USE THE SIGN.NET SERVICES AFTER THE REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS. You agree that we shall not be liable to you or to any third party for any modification of the Terms.

- 1.2 You agree to receive all communications, agreements, and notices that we provide in connection with any Sign.net Services (“Communications”), including, but not limited to, Communications related to our delivery of the Sign.net Services and your purchase of or subscription to the Sign.net Services, via electronic means, including by e-mail, text, in-app notifications, or by posting them on the Site or through any Sign.net Services. You agree that all Communications we provide to you electronically satisfy any legal requirement that such Communications be in writing or be delivered in a particular manner and you agree to keep your Account contact information current.

2 ADDITIONAL TERMS FOR SIGN.NET SERVICES

Additionally, you should refer to Sign.net’s Privacy Policy for more information regarding your rights to privacy.

3 USAGE AND ACCESS RIGHTS

- 3.1 **Eligibility to Use.** You represent and warrant that you are of legal age (18 years of age or older or otherwise of legal age in your resident jurisdiction) and competent to agree to these Terms. You acknowledge that you are not permitted to use the Site if you cannot make this representation. If Sign.net has previously prohibited you from accessing the Site or using the Sign.net Services, you are not permitted to access the Site or use the Sign.net Services. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).
- 3.2 **Limited License.** Upon your acceptance of these Terms, we grant you a limited, non-exclusive and non-transferable license to access and use the Site for your internal business purposes and only as expressly permitted in these Terms and any applicable paid Customer plan that enables registration of an Account for the use of a Sign.net Service (“Subscription Plan”) when applicable. You shall not use or permit use of the Site for any illegal purpose or in any manner inconsistent with the provisions of these Terms. If you are or become a direct competitor of Sign.net, you may not access or use the Sign.net Services without Sign.net’s explicit, advance, written consent, and then only for the purposes authorized in writing. Except as otherwise restricted by these Terms, Sign.net grants you permission on a non-exclusive, non-transferable, limited basis to display, copy, and download content and materials on the Site provided that you: (a) retain all copyright and other proprietary notices on the content and materials; (b) use them solely for personal or internal, non-commercial use or in accordance with any applicable Subscription Plan; and (c) do not modify them in any way. Each discrete Subscription Plan includes restrictions and requirements that outline the features that Customer will be able to access. Any violation by you of the license provisions contained in this Section 3 may result in the immediate termination of your right to use the Site, as well as potential liability for copyright infringement or other claims depending on the circumstances.

4 OWNERSHIP

- 4.1 **Intellectual Property.** The Site contains materials that are proprietary and are protected by copyright laws, international treaty provisions, trademarks, service marks, and other intellectual property laws and treaties.
- 4.1.1 The Site is also protected as a collective work or compilation under copyright and other laws and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained on the Site. You acknowledge that the Site contains original works that have been developed, compiled, prepared, revised, selected, and arranged by Sign.net and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and which constitute valuable intellectual property of Sign.net and such others. All present and future rights in and to trade secrets, patents, designs, copyrights, trademarks, database rights, service marks, know-how, and other intellectual property or other proprietary rights of any type, Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or process related thereto, including rights in and to all applications and registrations relating to the Site, shall, as between you and Sign.net, at all times be and remain the sole and exclusive property of Sign.net.
- 4.1.2 The trademarks, logos, taglines, and service marks displayed on the Site (collectively, the “Trademarks”) are registered and unregistered Trademarks of Sign.net and others. The Trademarks may not generally be used in any advertising or publicity, or otherwise to indicate Sign.net's sponsorship of or affiliation with any product, service, event, or organization without Sign.net's prior express written permission. Sign.net acknowledges the Trademarks of other organizations for their respective products or services mentioned on the Site. Any rights not expressly granted in these Terms or on the IP Pages are reserved by Sign.net, Inc. Other than as provided in these Terms incorporated herein by reference, your use of the Trademarks, or any other Sign.net content, is strictly prohibited.
- 4.1.3 **Copyright.** Sign.net respects copyright law and expects its users to do the same. If you believe that any content or material on the Site infringes copyrights you own, please notify us in accordance with our Copyright Policy.
- 4.2 **Software Use Restrictions.** Software available for downloading through the Site or third-party websites or applications (the “Software”) is the copyrighted work of Sign.net and third-party providers. Use of the Software is governed by these Terms. Unauthorized reproduction or distribution of the Software is expressly prohibited by law and may result in civil and criminal penalties. Violators may be prosecuted.
- 4.3 **Non-eDocument Content and Submissions/User Content.**

- 4.3.1 **Submissions.** The Site or Sign.net Services may enable you to submit, post, upload, or otherwise make available (collectively, "Post") content such as questions, public messages, ideas, product feedback, comments, and other content (collectively, "User Content") that may or may not be viewable by other users. If you Post User Content, unless we indicate otherwise, you grant us a nonexclusive, royalty-free, and fully sublicensable right to access, view, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display such User Content throughout the world in any form, media, or technology now known or hereafter developed. You also permit any other user to view, copy, access, store, or reproduce such User Content for that user's personal use. You grant us the right to use the name and other information about you that you submit in connection with such User Content. You represent and warrant that: (a) you own or otherwise control all of the rights to the User Content that you Post; (b) the User Content you Post is truthful and accurate; and (c) use of the User Content you Post does not violate these Terms or any applicable laws. For the avoidance of doubt, User Content does not include any document, such as a contract, disclosure, or notice that you deposit into the Sign.net Services for processing ("eDocuments").
- 4.3.2 **Screening & Removal.** You acknowledge and agree that Sign.net and its designees may or may not, at Sign.net's discretion, pre-screen User Content before its appearance on the Site or Sign.net Services, but that Sign.net has no obligation to do so. You further acknowledge and agree that Sign.net reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit, or remove any User Content that is contributed to the Site or Sign.net Services. Without limiting the foregoing, Sign.net and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in Sign.net's sole discretion. You acknowledge and agree that Sign.net does not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content.

5 RESTRICTIONS ON USE OF THE SITE

- 5.1 By using the Site, including any Sign.net Service, you specifically agree not to engage in any activity or transmit any information that, in our sole discretion:
- a) Is illegal, or violates any Singapore law or regulation;
 - b) Advocates illegal activity or discusses illegal activities with the intent to commit them;
 - c) Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
 - d) Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, sexually explicit or pornographic, discriminatory, vulgar, profane, obscene, libelous, hate speech, violent or inciting violence, inflammatory, or otherwise objectionable;
 - e) Interferes with any other party's use and enjoyment of the Services;

- f) Attempts to impersonate another person or entity;
- g) Is commercial in a way that violates these Terms, including but not limited to, using the Site for fraud, scams, spam, surveys, contests, pyramid schemes, or other advertising materials;
- h) Falsely states, misrepresents, or conceals your affiliation with another person or entity;
- i) Accesses or uses the account of another user without permission;
- j) Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
- k) Interferes with, disrupts, disables, overburdens, or destroys the functionality or use of any features of the Site, or the servers or networks connected to the Site, or any of the Sign.net Services;
- l) "Hacks" or accesses without permission our proprietary or confidential records, those of another user, or those of anyone else;
- m) Improperly solicits personal or sensitive information from other users including without limitation address, credit card or financial account information, or passwords;
- n) Decompiles, reverse engineers, disassembles, or otherwise attempts to derive source code from the Site, except as expressly permitted in these Terms or by law, unless and then only to the extent permitted by applicable law without consent;
- o) Removes, circumvents, disables, damages, or otherwise interferes with security-related features, or features that enforce limitations on use of the Site;
- p) Uses automated or manual means to violate the restrictions in any robot exclusion headers on the Site, if any, or bypasses or circumvents other measures employed to prevent or limit access, for example by engaging in practices such as "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information;
- q) Modifies, copies, scrapes or crawls, displays, distributes, publishes, licenses, sells, rents, leases, lends, transfers, or otherwise commercializes any materials or content on the Site;
- r) Uses the Services for benchmarking, or to compile information for a product or service;
- s) Downloads (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms), distributes, posts, transmits, performs, reproduces, broadcasts, duplicates, uploads, licenses, creates derivative works from, or offers for sale any content or other information contained on or obtained from or through the Site or Sign.net Services, by any means except as provided for in these Terms or with the prior written consent of Sign.net; or

t) Attempts to do any of the foregoing.

If you believe content on the Site violates the above restrictions, please contact us as help@sign.net.

5.2 Moreover, you specifically agree not to use Sign.net Services for any of the following purposes:

- a) For the creation or execution of a will;
- b) For the creation or execution of negotiable instruments, documents of title, bills of exchange, promissory notes, consignment notes, bills of lading, warehouse receipts or any transferable document or instrument that entitles the bearer or beneficiary to claim the delivery of goods or the payment of a sum of money;
- c) For the creation, performance or enforcement of an indenture, declaration of trust or power of attorney, with the exception of implied, constructive and resulting trusts;
- d) For any contract for sale or other disposition of immovable property, or any interest in such property; or
- e) For the conveyance of immovable property or the transfer of any interest in immovable property.

5.3 If you choose to submit a document that falls within one of the categories listed under Clause 5.2, you acknowledge and accept the possibility that your contract will not be recognized and given effect under the laws of Singapore.

5.4 In addition, Customers shall not, and shall not permit others to, do the following with respect to the Sign.net Services:

- a) Use the Sign.net Services or allow access to them in a manner that circumvents contractual usage restrictions or that exceeds authorized use or usage metrics set forth in these Terms, any applicable Subscription Plan or Sign.net's Privacy Policy incorporated herein by reference;
- b) License, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Sign.net Services or Sign.net's then-current technical and functional documentation for the Sign.net Services ("Documentation") available for access by third parties except as otherwise expressly provided in these Terms; or
- c) Access or use the Sign.net Services or Documentation for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the Sign.net Services; or (ii) allowing access to your Account by a direct competitor of Sign.net.

- 5.5 You may not frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages. You may link to the Site, provided that you acknowledge and agree that you will not link the Site to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights. Any violation of this provision may, in our sole discretion, result in termination of your use of and access to the Site effective immediately.
- 5.6 You acknowledge that we have no obligation to monitor your – or anyone else’s – access to or use of the Site for violations of these Terms, or to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Site (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes, analytics, and advertising), to ensure your compliance with these Terms and to comply with applicable law or the order or requirement of a court, consent decree, administrative agency or other governmental body.

6 PRIVACY

- 6.1 **Sign.net Privacy Policy.** You acknowledge that except as described in these Terms or applicable Corporate Terms, the information you provide to us or that we collect will be used and protected as described in the Sign.net Privacy Policy. Please read the Privacy Policy carefully.
- 6.2 **Access & Disclosure.** We may access, preserve, or share any of your information when we believe in good faith that such sharing is reasonably necessary to investigate, prevent, or take action regarding possible illegal activities or to comply with legal process (e.g. a subpoena or other legal process). Please read the Privacy Policy carefully.

7 TERMS SPECIFIC TO SIGN.NET SERVICES

- 7.1 **Right to Use Sign.net Services.** Subject to these Terms, Sign.net will provide the Sign.net Services to Customers in accordance with each Customer's Subscription Plan, and Sign.net grants to each Customer a limited non-exclusive, non-transferrable right and license during the Term, solely for its internal business purposes and in accordance with the Documentation, to: (a) use the Sign.net Services; (b) implement, configure, and, through its Account Administrator(s), permit its Authorized Users to access and use the Sign.net Services up to any applicable limits or maximums; and (c) access and use the Documentation.
- 7.1.1 **Authorized Users.** Authorized Users of Customer must be identified by a unique email address and user name and two or more natural persons may not use the Sign.net Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the Sign.net Services will be allowed only if the user is under confidentiality and other obligations with Customer at least as restrictive as those in these Terms, and is accessing or using the Sign.net Services solely to support Customer's internal business purposes.
- 7.1.2 **Account Administrator.** Customer may assign and expressly authorize an Authorized User(s) as its agent to manage Customer's Account, and management of Customer's Account includes, without limitation, configuring administration settings, assigning access and use authorization, requesting different or additional services, providing usage and performance records, managing templates, executing approved campaigns and events, assisting in third-party product integrations, and accepting notices, disclosures, and terms and conditions ("Account Administrator"). Customer may appoint an employee, agent or a third-party business partner or contractor to act as its Account Administrator(s) and may change its designation at any time through its Account.

7.2 Payment Terms.

- 7.2.1 **Subscription Plan.** The prices, features, and options of the Sign.net Services depend on the Subscription Plan selected as well as any changes instigated by Customer. Sign.net does not represent or warrant that a particular Subscription Plan will be offered indefinitely and reserves the right to change the prices for or alter the features and options in a particular Subscription Plan without prior notice.
- 7.2.2 **No Refunds.** Customer will timely pay Sign.net all fees associated with its Subscription Plan, Account, or use of the Sign.net Services, including, but without limitation, by Authorized Users. CUSTOMER'S PAYMENTS ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS. Charges for pre-paid Subscription Plans will be billed to Customer in advance. Charges for per-use purchases and standard Subscription Plan charges will be billed in arrears unless otherwise specified in the Subscription Plan.
- 7.2.3 **Recurring Charges.** When you purchase a Subscription Plan, you must provide accurate and complete information for a valid payment method that you are authorized to use. Customer must promptly notify Sign.net of any change in its invoicing address and must update its Account with any changes related to its payment method. BY COMPLETING REGISTRATION FOR A SUBSCRIPTION PLAN, CUSTOMER AUTHORIZES SIGN.NET OR ITS AGENT TO CHARGE ITS PAYMENT METHOD ON A RECURRING (E.G. MONTHLY OR YEARLY) BASIS ("AUTHORIZATION") FOR: (a) THE APPLICABLE SUBSCRIPTION PLAN CHARGES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH CUSTOMER'S USE OF THE SIGN.NET SERVICES. The Authorization continues through the applicable Subscription Term and any Renewal Term (as defined in Section 8.2.3, below) until Customer cancels as set forth in Section 8.2 of these Terms.
- 7.2.4 **Late Fees & Collection Costs.** If Sign.net does not receive payment from Customer's payment method, Customer agrees to pay all amounts due upon demand. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Sign.net to collect any amount that is not paid when due. Sign.net may accept payment in any amount without prejudice to Sign.net's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to Sign.net may not be withheld or offset by Customer for any reason against amounts due or asserted to be due from Sign.net.
- 7.2.5 **Invoices.** Sign.net will provide billing and usage information in a format we choose, which may change from time to time. Sign.net reserves the right to correct any errors or mistakes that it identifies even if it has already issued an invoice or received payment. Customer agrees to notify us about any billing problems or discrepancies within thirty (30) days after they first appear on your invoice. If Customer does not bring such problems/discrepancies to our attention within thirty (30) days, it agrees to waive its right to dispute such problems or discrepancies.

- 7.2.6 **Billing Cycles.** Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. Customer agrees that we may (at our option) accumulate charges incurred during a billing cycle and submit them as one or more aggregate charges during or at the end of a cycle, and that we may delay obtaining authorization or payment from Customer's payment card issuer or App Store until submission of the accumulated charge(s).
- 7.2.7 **Benefit Programs.** You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government agreement with us ("Business Terms"). Any and all such Benefits are provided solely as a result of the corresponding Business Terms and such Benefits may be modified or terminated without notice. If you use the Sign.net Services and a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Subscription Plan or receive certain Benefits tied to Business Terms with us, but you are liable for your own charges, then you authorize us to share enough account information to verify your continuing eligibility for those Benefits and the Subscription Plan.
- 7.2.8 **Tax Responsibility.** All payments required by these Terms are stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon, excluding taxes based on Sign.net's net income (collectively, "Taxes"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Sign.net Services. Where the responsibility to remit Taxes falls upon Sign.net, the Taxes will be added to the payment and payable to Sign.net at the same time as the payment. Taxes shall not be deducted from the payments to Sign.net, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, Sign.net receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Customer hereby confirms that Sign.net can rely on the name and address set forth in its registration for a Subscription Plan as being the place of supply for Tax purposes. Sign.net's and Customer's obligations under this Section 7.2.8 (Tax Responsibility) shall survive the termination or expiration of these Terms.
- 7.2.9 **Intermediary Provider Billing.** If your Subscription Plan is based on intermediary provider billing, your intermediary provider will automatically charge your App Store account monthly for the cost of the Subscription Plan and any applicable taxes. If you are not current with your Subscription Plan payments, we reserve the right to terminate your account, suspend your access to your Subscription Plan, or convert your Subscription Plan subscription to a non-subscription account. You will be responsible for paying all past due amounts.

7.3 Free Trial and Special Offers for Sign.net Services.

- 7.3.1 If you register for a free trial, promotional offer, or other type of limited offer for use of Sign.net Services (“Free Trial”), you may be presented with additional terms and conditions when registering for a Free Trial, and any such additional terms and conditions are hereby incorporated into these Terms by reference and are legally binding. This Section 7.3 (Free Trial and Special Offers for Sign.net Services) supersedes and applies notwithstanding any conflicting provisions with regard to access and use of a Free Trial.
- 7.3.2 Sign.net reserves the right to reduce the term of a trial period or end it altogether without prior notice.
- 7.3.3 The version of the Sign.net Services that is available for a Free Trial may not include or allow access to all features or functions.
- 7.3.4 Notwithstanding any other provision of these Terms, including without limitation the warranties described in Section 9 (Warranties and Disclaimers) or any service-specific terms and conditions applicable to a particular Sign.net Service, during a Free Trial the Sign.net Services are provided “AS IS” and “as available” without any warranty that may be set forth in these Terms, and SIGN.NET DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SIGN.NET’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER’S USE OF THE FREE TRIAL IS \$100.

7.4 Data.

- 7.4.1 **Data Generally.** You shall be responsible for data that you provide or use in Sign.net Services. You are solely responsible for determining the suitability of the Sign.net Services for your business or organization and complying with any regulations, laws, or conventions applicable to the data you provide and your use of the Sign.net Services and Site.
- 7.4.2 **Personal Data.** Customer warrants that its collection and use of any personal information or data provided while using the Site complies with all applicable data protection laws, rules, and regulations. Customer and its Authorized Users acknowledge that Sign.net may process such personal data in accordance with the Sign.net’s Privacy Policy.

7.5 Customer Warranties.

Customer hereby represents and warrants to Sign.net that: (a) it has all requisite rights and authority to use the Sign.net Services under these Terms and to grant all applicable rights herein; (b) it is responsible for all use of the Sign.net Services associated with its Account; (c) it is solely responsible for maintaining the confidentiality of its Account names and password(s); (d) it agrees to immediately notify Sign.net of any unauthorized use of

Customer's Account of which it becomes aware; (e) it agrees that Sign.net will not be liable for any losses incurred as a result of a third party's use of its Account, regardless of whether such use is with or without its knowledge and consent; (f) it will use the Sign.net Services for lawful purposes only and subject to these Terms; (g) any information it submits to Sign.net is true, accurate, and correct; and (h) it will not attempt to gain unauthorized access to the System or the Sign.net Services, other accounts, computer systems, or networks under the control or responsibility of Sign.net through hacking, cracking, password mining, or any other unauthorized means.

7.6 Confidentiality.

7.6.1 **Confidential Information.** "Confidential Information" means (a) for Sign.net and its Affiliates, the Sign.net Services and Documentation; (b) for Customer and its Affiliates, Customer Data; (c) any other information of a party or its Affiliates that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure (and, in the case of oral disclosures, summarized in writing within thirty (30) days of the initial disclosure and delivered to the Recipient), or that due to the nature of the information the Recipient would clearly understand it to be confidential information of the disclosing party; and (d) the specific terms and conditions of these Terms, and any amendment and attachment thereof, between the parties. Confidential Information shall not include any information that: (i) was or becomes generally known to the public through no fault or breach of these Terms by the Recipient; (ii) was rightfully in the Recipient's possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of the disclosing party's Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure. All information provided to Sign.net that is not Confidential Information will be treated in accordance with the Sign.net's Privacy Policy.

7.6.2 **Restricted Use and Nondisclosure.** During and after the Subscription Term, the party receiving Confidential Information ("Recipient") will: (a) use the Confidential Information of the other party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. Notwithstanding the foregoing, Customer expressly authorizes Sign.net to use and process Customer Data as described in the Sign.net Privacy Policy, which provides for, but is not limited to, delivering eDocuments as indicated by Customer's use of the Sign.net Services with individuals who are authorized to view, approve or sign eDocuments created by Customer.

- 7.6.3 **Required Disclosure.** If Sign.net is required by law to disclose Confidential Information, Sign.net will give prompt written notice to Customer before making the disclosure, unless prohibited from doing so by the legal or administrative process, and assist Customer to obtain where reasonably available an order protecting the Confidential Information from public disclosure.
- 7.6.4 **Ownership.** Notwithstanding any other provision of these Terms, Sign.net acknowledges that, as between the parties, all Confidential Information it receives from Customer, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by Customer. Nothing in these Terms grants Sign.net any right, title or interest in or to any of the Customer's Confidential Information. Sign.net's incorporation of the disclosing party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

8 TERM AND TERMINATION

- 8.1 **Termination – Site Visitors.** A Site Visitor may terminate its use of the Site at any time by ceasing further use of the Site. Sign.net may terminate your use of the Site and deny you access to the Site in our sole discretion for any reason or no reason, including for violation of these Terms.
- 8.2 **Term and Termination – Customers.**
- 8.2.1 **Suspension of Access to Sign.net Services.** Sign.net may suspend any use of the Sign.net Services, remove any content or disable or terminate any Account or Authorized User that Sign.net reasonably and in good faith believes violates these Terms. Sign.net will use commercially reasonable efforts to notify you prior to any such suspension or disablement, unless Sign.net reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (b) it is necessary to delay notice in order to prevent imminent harm to the Sign.net Services or a third party. Under circumstances where notice is delayed, Sign.net will provide the notice if and when the related restrictions in the previous sentence no longer apply.
- 8.2.2 **Term.** The period of effectiveness of these Terms ("Term"), with respect to Sign.net Services, begins on the date the Customer accepts it by clicking "I agree" and continues until the Customer's Subscription Plan expires or its use of the Sign.net Services ceases (including as a result of termination in accordance with this Section 8.2), whichever is later.

8.2.3 Subscription Term and Automatic Renewals. Sign.net's Subscription Plans automatically renew unless otherwise noted. If you purchase a Subscription Plan you agree to pay the then-current applicable fee associated with the Subscription Plan and further agree and acknowledge that it will automatically renew, unless, prior to the end of the current period of effectiveness of the Subscription Plan ("Subscription Term"): (a) you terminate your Account; (b) you set your Account not to auto-renew by logging in to Sign.net Services or contacting help@sign.net; (c) Sign.net declines to renew your Subscription Plan; or (d) these Terms are otherwise properly terminated as expressly permitted herein. The Subscription Plan will automatically renew on a monthly or annual basis, depending on the method you choose ("Renewal Term").

Promotional codes may only be used for your first Subscription Term. If you purchased your Subscription Plan with a promotional code, each time your Subscription Plan renews you will be charged the full annual billing amount. If your Subscription Plan is ever terminated for any reason, and you purchase another Subscription Plan, you shall not be eligible to use a promotional code.

We reserve the right to modify, terminate, or otherwise amend the fees and features associated with your Subscription Plan. We may also recommend that you purchase a new Subscription Plan that is comparable to your previous Subscription Plan that is ending. Before we change the fees and charges in effect, or add new fees and charges, we will give you advance notice of at least thirty (30) days. If we provide you such advance notice, your continued use of the Sign.net Services after the changes have been made will constitute your acceptance of the changes. If you do not wish to continue subscribing with the new fees or features, you may terminate your Subscription Plan as described in Section 8.2.4. If you accept the new Subscription Plan, its terms and conditions with these Terms will apply in the Renewal Term and thereafter.

8.2.4 Termination by Customer. You may terminate your Account at any time upon ten (10) days' advance written notice to Sign.net. If you wish to terminate, you must provide notice by emailing help@sign.net. If you purchased your Subscription Plan through an external service, such as an App Store, you must use the tools made available by those services to manage and/or terminate your Subscription Plan. Section 7.2.2 notwithstanding, if a Customer terminates its annual Subscription Plan within the first thirty (30) days of the initial Subscription Term, it may submit a written request to Sign.net for a refund of the fees paid to Sign.net for the initial Subscription Term, which Sign.net will consider, without obligation, in good faith. Sign.net has no obligation to consider refund requests related to a termination of a Subscription Plan if the termination does not occur in the first thirty (30) days of the initial Subscription Term, or if there has been a violation of other Terms herein, or if records indicate substantial productive use took place during that period.

8.2.5 Default; Termination by Sign.net. A Customer will be in default of these Terms if: (a) it fails to timely pay any amount owed to us or an Affiliate of ours; (b) it or an Authorized User associated with its Account breaches any provision of these Terms or violates any published policy applicable to the Sign.net Services; (c) it is or becomes subject to any proceeding under the Bankruptcy Act (Chapter 20), the Companies Act (Chapter 50) or similar laws; (d) if, in our sole discretion, we believe that continued use of the Sign.net Services by the Customer (or its Authorized Users or signers) creates legal risk for Sign.net or presents a threat to the security of the Sign.net Services or Sign.net's customers; (e) if you do not have the level of technical expertise necessary to use the Application, and your use of Support indicates this; or (f) if you fail to cooperate with security requests. If a Customer is in default, we may, without notice: (i) suspend its Account and use of the Sign.net Services; (ii) terminate its Account; (iii) charge reactivation fees in order to reactivate its Account; and (iv) pursue any other remedy available to us.

8.2.6 Effect of Termination. If these Terms expires or are terminated for any reason: (a) Customer will pay to Sign.net any amounts that have accrued before, and remain unpaid as of, the date of the termination or expiration, including those for the billing cycle in which termination occurs; (b) any and all of Customer's liabilities to Sign.net that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to the Site and Sign.net Services and intellectual property will immediately terminate; (d) Sign.net's obligation to provide any further services to Customer under these Terms will immediately terminate, except any such services that are expressly to be provided following expiration or termination of these Terms; and (e) the provisions of Section 3 (Usage and Access Rights), Section 4 (Ownership), Section 5.3 (Restrictions on Use of the Site), Section 5.4 (Compliance with Terms), Section 6 (Privacy), Section 7.2.2 (No Refunds), Section 7.2.7 (Benefit Programs), Section 7.2.8 (Tax Responsibility), Section 7.3 (Free Trial and Special Offers for Sign.net Services), Section 7.4 (Data), Section 7.6 (Confidentiality), Section 8.2.6 (Effect of Termination), Section 9 (Warranties and Disclaimers), Section 10 (Indemnification Obligations), Section 11 (Limitations of Liability), and Section 12 (General) will survive and accompanying attachments and Exhibits to these Terms.

9 WARRANTIES AND DISCLAIMERS

THE SIGN.NET SERVICES, DOCUMENTATION, AND SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE." YOUR USE OF THE SIGN.NET SERVICES, DOCUMENTATION, AND SITE SHALL BE AT YOUR SOLE RISK. SIGN.NET AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS, AFFILIATES, SUBSIDIARIES, AND LICENSORS ("SIGN.NET PARTIES"): (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SIGN.NET SERVICES, DOCUMENTATION, OR SITE ARE OR WILL BE ERROR-

FREE, WILL MEET YOUR REQUIREMENTS, OR BE TIMELY OR SECURE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM USE OF THE SIGN.NET SERVICES, DOCUMENTATION, OR SITE.

THE SIGN.NET PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS THAT SIGN.NET SERVICES, DOCUMENTATION, AND SITE HAVE BEEN AND WILL BE PROVIDED WITH DUE SKILL, CARE AND DILIGENCE OR ABOUT THE ACCURACY OR COMPLETENESS OF THE SIGN.NET SERVICES, DOCUMENTATION, AND SITE CONTENT AND ASSUMES NO RESPONSIBILITY FOR ANY: (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (ii) PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF SIGN.NET SERVICES, DOCUMENTATION, AND SITE; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE THROUGH THE ACTIONS OF ANY THIRD PARTY; (vi) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SITE; AND/OR (vii) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA SIGN.NET SERVICES, DOCUMENTATION, AND SITE. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF SIGN.NET TO ANY THIRD PARTY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY AND FOR THE MINIMUM WARRANTY PERIOD ALLOWED BY THE MANDATORY APPLICABLE LAW.

THE SIGN.NET PARTIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, AND THE SIGN.NET PARTIES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as in this Section 9 or below in Section 11. Accordingly, some of these limitations may not apply to you. If you are a resident of a state that permits the exclusion of these warranties and liabilities, then the limitations in Section 9 and Section 11 specifically do apply to you.

10 INDEMNIFICATION OBLIGATIONS

You will defend, indemnify, and hold us, our Affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third-party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to, as applicable: (a) your access to and use of the Site; (b) violation of these Terms by you or your Account Administrator(s) or Authorized Users, as applicable; (c) infringement of any intellectual property or other right of any person or entity by you; (d) the nature and content of all Customer Data processed by the Sign.net Services; or (e) any products or services purchased or obtained by you in connection with the Site.

Sign.net retains the exclusive right to settle, compromise, and pay, without your prior consent, any and all claims or causes of action that are brought against us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

11 LIMITATIONS OF LIABILITY

- 11.1 Disclaimer of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, SIGN.NET WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS, INCLUDING, BUT NOT LIMITED TO, GOODWILL, WORK STOPPAGE, LOST PROFITS, OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES, AND WHETHER SUCH CLAIMS ARE MADE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SIGN.NET PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY: (a) USE OF THE SITE, DOCUMENTATION, OR SIGN.NET SERVICES; (b) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (c) PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, DOCUMENTATION, OR SIGN.NET SERVICES; (d) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (e) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS; (f) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE, DOCUMENTATION, OR SIGN.NET SERVICES BY ANY THIRD PARTY; (g) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SITE, DOCUMENTATION, OR SIGN.NET SERVICES; (h) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF

ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, DOCUMENTATION, OR SIGN.NET SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE SIGN.NET PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (i) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OR OUR PRIVACY POLICY.

MOREOVER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SIGN.NET PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, WHICH MAY ARISE AS A RESULT OF YOUR INABILITY TO ENFORCE A CONTRACT THAT FALLS WITHIN ONE OR MORE OF THE CATEGORIES LISTED UNDER CLAUSE 5.2. THESE INCLUDE: (a) THE CREATION OR EXECUTION OF A WILL; (b) THE CREATION OR EXECUTION OF NEGOTIABLE INSTRUMENTS, DOCUMENTS OF TITLE, BILLS OF EXCHANGE, PROMISSORY NOTES, CONSIGNMENT NOTES, BILLS OF LANDING, WAREHOUSE RECEIPTS, OR ANY TRANSFERABLE DOCUMENT OR INSTRUMENT THAT ENTITLES THE BEARER OR BENEFICIARY TO CLAIM THE DELIVERY OF GOODS OR THE PAYMENT OF A SUM OF MONEY; (c) THE CREATION, PERFORMANCE OR ENFORCEMENT OF AN INDENTURE, DECLARATION OF TRUST OR POWER OF ATTORNEY, WITH THE EXCEPTION OF IMPLIED, CONSTRUCTIVE AND RESULTING TRUSTS; (d) ANY CONTRACT FOR SALE OR OTHER DISPOSITION OF IMMOVABLE PROPERTY, OR ANY INTEREST IN SUCH PROPERTY; OR (e) THE CONVYANCE OF IMMOVABLE PROPERTY OR THE TRANSFER OF ANY INTEREST IN IMMOVABLE PROPERTY.

Some countries and jurisdictions do not allow the limitation or exclusion of consequential, direct, indirect, or other damages in contracts with consumers and to the extent you are a consumer the limitations or exclusions in this Section 11.1 may not apply to you.

- 11.2 Cap on Damages. OUR TOTAL LIABILITY TO YOU FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR TO YOUR USE OF THE SITE (INCLUDING WITHOUT LIMITATION WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO SIGN.NET FOR THE SIGN.NET SERVICE(S) GIVING RISE TO THE CLAIM UNDER THESE TERMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY, OR \$100, WHICHEVER IS GREATER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.**

- 11.3 **Independent Allocations of Risk.** Each provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of these Terms between the parties. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these Terms, and each of these provisions will apply even if the warranties in these Terms have failed of their essential purpose.
- 11.4 **Jurisdictional Limitations.** Because some jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you. In that event, such exclusions and limitations shall apply to the maximum extent permitted by applicable mandatory law (and our liability shall be limited or excluded as permitted under mandatory applicable law).

12 GENERAL

- 12.1 **Third Party Content.** We may provide, or third parties may provide, links to other third-party web sites, services, or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any third-party content to which links may be provided, and you hereby waive any claim you might have against us with respect to such services. **SIGN.NET IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE LOCATED OUTSIDE THE SITE OR POSTS OF USER CONTENT.** Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or links to third-party web sites or resources on the Site.
- 12.2 **Relationship.** At all times, you and Sign.net are independent contractors, and are not the agents or representatives of the other. These Terms are not intended to create a joint venture, partnership, or franchise relationship between the parties. Non-parties do not benefit from and cannot enforce these Terms. There are no third-party beneficiaries to these Terms. You must not represent to anyone that you are an agent of Sign.net or are otherwise authorized to bind or commit Sign.net in any way without Sign.net's prior written authorization.
- 12.3 **Trade Restrictions.** You acknowledge that the Site, Documentation, and/or Sign.net Services and any related products, information, documentation, Software, technology, technical data, and any derivatives thereof, that Sign.net makes available (collectively "Excluded Data") are subject to the export control and sanctions laws and regulations of Singapore and other countries that may prohibit or restrict access by certain persons or from certain countries or territories ("Trade Restrictions"). You are solely responsible for complying with Trade Restrictions for all Excluded Data and any of its content transmitted through the Site.
- 12.4 **Assignability.** You may not assign your rights or obligations under these Terms without Sign.net's prior written consent. If consent is given, these Terms will bind your successors and assigns. Any attempt by you to transfer your rights, duties, or obligations under these Terms except as expressly provided in these Terms is void. Sign.net may freely assign its rights, duties, and obligations under these Terms.
- 12.5 **Notices.** Except as otherwise permitted by these Terms, any notice required or permitted to be given in connection with the Sign.net Services will be effective only if it is in writing and sent using: (a) Sign.net Services; (b) by certified or registered mail; or (c) insured courier, to the appropriate party at the address set forth in Customer's registration information or on the Site for Sign.net, with a copy, in the case of Sign.net, to help@sign.net. Customer or Sign.net may change its address for receipt of notice by notice to the other party in accordance with this Section 12. Notices are deemed given upon receipt if delivered using Sign.net Services, 3 business days following the date of mailing, or 3 business day following delivery to a courier.

12.6 **Force Majeure.** Except for any payment obligations, neither you nor Sign.net will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

12.7 **Mandatory Arbitration Applicable to Customers.**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

12.7.1 This Section 12.7 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before these Terms or any prior; and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property as provided below.

12.7.2 **Initial Dispute Resolution.** Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action you will contact us at help@sign.net and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an Account). Except for intellectual property, you and Sign.net agree to use their reasonable efforts to settle any dispute, claim, question, or disagreement directly through consultation with Sign.net, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

12.7.3 **Binding Arbitration.** If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims (except as provided below) subject to these Terms set forth below.

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore.

The Tribunal shall consist of 3 arbitrators.

The language of the arbitration shall be English

12.7.4 **Arbitrators Powers.** The arbitrators, and not any local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration or the question of waiver by litigation conduct. The arbitrators shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrators' award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

12.7.5 **Venue.** Arbitration shall be initiated and take place in in Singapore, and you and Sign.net agree to submit to the personal jurisdiction of any court in Singapore in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

12.7.6 **Exception:** Litigation of Intellectual Property. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations, or claims arising from or relating to theft, piracy, or unauthorized use of intellectual property in any Singapore court with jurisdiction or in the Intellectual Property Office of Singapore (IPOS) to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights).

12.7.7 **Survival.** This Mandatory Arbitration section shall survive any termination of your use of the Site.

- 12.8 **Entire Terms.** These Terms, which include the language and paragraphs preceding Section 1, are the final, complete, and exclusive expression of the agreement between you and Sign.net regarding the Sign.net Services provided under these Terms. These Terms supersede and the parties disclaim any reliance on previous oral and written communications (including any confidentiality agreements pertaining to the Sign.net Services under these Terms) with respect to the subject matter hereof and apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Sign.net hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer and conditions assent solely based on these Terms and conditions of these Terms as offered by Sign.net. Except as explicitly permitted in these Terms, no modification or amendment of these Terms shall be effective unless it is in writing and signed by an authorized agent of the party against whom the modification or amendment is being asserted. In the event of an inconsistency or conflict, the order of precedence in descending order of control is as follows: (a) the Subscription Plan; and (b) these Terms.
- 12.9 **Governing Law & Venue.** These Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the Singapore, without reference to its choice of law rules to the contrary. Notwithstanding Customer's and Sign.net's agreement to mandatory arbitration, either party may seek any interim or preliminary injunctive relief from a court of competent jurisdiction of Singapore, as necessary to protect the party's rights or property pending the completion of arbitration. Customer and Sign.net submit to the exclusive jurisdiction of, and venue in, any court of competent jurisdiction located in Singapore.
- 12.10 **Language and Translations.** Sign.net may provide translations of these Terms or other terms or policies. Translations are provided for informational purposes and if there is an inconsistency or conflict between a translation and the English version, the English version will control.
- 12.11 **Waiver.** The waiver by either you or Sign.net of any breach of any provision of these Terms does not waive any other breach. The failure of any party to these Terms to insist on strict performance of any covenant or obligation in accordance with these Terms will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms.
- 12.12 **Severability.** If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force and effect. If any material limitation or restriction on the grant of any license to you under these Terms is found to be illegal, unenforceable, or invalid, the license will immediately terminate.
- 12.13 **How to Contact Us.** If you have any questions about the Site or Terms, pricing, complaints, or other inquiries, please contact Sign Pte Ltd located at 808 French Road #07-157 Singapore 200808 (Unique Entity Number 202047777D), or by emailing us at help@sign.net.
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