

SIGNREQUEST TERMS OF SERVICE

These SignRequest Terms of Service (“**Terms**”) govern your use of the SignRequest services. By using, accessing, or browsing the SignRequest platform and products, including without limitation any applications, mobile, software, websites, application programming interfaces (APIs) or other properties or by registering for a SignRequest account you are agreeing to be bound by these Terms. These Terms are a legally binding contract between you and SignRequest so please read carefully. If you do not agree with these Terms, do not register or use any of the Services.

“You” or “your” means you as an individual and the company, organization and/or entity electronically accessing our Services and/or accepting the Terms. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity and its users to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

1. Applicability of these Terms

If you reside outside the United States, you enter into these terms with SignRequest B.V., a company registered with the Dutch Chamber of Commerce under number 61138088 and with offices at Singel 542, 1017AZ Amsterdam, The Netherlands.

You are responsible for (i) managing your use of the Services; and (ii) the use of the Services by anyone who creates an account under a SignRequest license shared by you.

If you have a Team Account, you understand that account manager may have rights to your account and may: (a) manage your account (including suspending or canceling); (b) reset your password; (c) view your usage and profile data, including how and when your account is used; and (d) manage the Content in your account. You may learn more about how Team Accounts work [here](#).

2. Services

SignRequest offers both Services free of charge (“**Free Services**”) and paid Services (“**Paid Services**”).

For Free Services you are allowed, but not required, to create an account with SignRequest. To register an account for Free Services a user needs to enter an email address and password or alternatively may use certain external application credentials. For example, LinkedIn, Facebook, Google, and others.

SignRequest has the right to partially or entirely terminate, suspend or alter the provision of the Free Services at any time, without prior notification and for any reason at its sole discretion.

Free Services are provided to users free of charge. However, SignRequest expressly reserves the right to introduce a charged alternative for Free Services at any time upon reasonable notice to users of the Free Services, and cease providing the Free Services.

Paid Services have the additional features listed [here](#). For Paid Services you must create an account through our website. A paying user will need to (i) provide payment information; (ii) provide true, current and complete information about yourself on the registration form; and (iii) maintain such information so it continues to be true.

3. Privacy

SignRequest will process personal data in compliance with SignRequest's [Privacy Notice](#) as published on the SignRequest website. You acknowledge your use of the Services is subject to our [Privacy Notice](#) and understand that it identifies how SignRequest collects, stores, and uses certain information.

Our Data Processing Addendum (DPA) is hereby incorporated into these Terms by reference, and may be accessed by clicking [here](#). The DPA shall govern in the event of a cross-border data transfer of your data by SignRequest. In the event of conflict between these Terms and the DPA, the DPA shall control.

4. Electronic Signatures and Signed Documents

SignRequest Services enable the use of signatures in electronic form. The legal status of such signatures can vary depending on the applicable jurisdiction, the purpose for which the signatures are used and other circumstances that may be relevant under applicable law. It is your responsibility to ensure that signatures obtained or provided by means of the Services have the desired legal effect. SignRequest does not control, verify, or endorse your content that you or others put on the Services. SignRequest has no involvement with and accepts no responsibility on whether or not any document is legally valid and binding under any jurisdiction. SignRequest does not monitor such content or other information exchanged through the Services.

For Free Services, SignRequest reserves the right to remove documents or information from its systems at any time. For Paid Services, documents and information will remain stored for the access. SignRequest reserves the right to remove documents or information if an account is not used for more than twelve (12) months, but only after we give the affected user reasonable notice of our intent to remove their documents.

We call all the electronic documents that you upload and store on your account “**Content**”. All Content uploaded by you into your account is your responsibility. You are responsible for: (a) all Content in your account(s) and that you share through the Services; and (b) making sure that you have all the rights you need in relation to the Content. In addition, by storing, using or transmitting Content you confirm that you will not violate any law or these Terms (please also see the Acceptable Use Policy in Section 9). You agree that when you share your Content with third parties, you may be allowing other people to access and use your Content in any way without further restriction or compensation to you.

In addition to Content, you are responsible for all materials and information that you upload, post or otherwise transmit via the Services (please also see our Acceptable Use Policy in Section 9). Only you may use your SignRequest account and you are responsible for all aspects of your account. Each user must have a separate account. You may not share, loan or transfer your username or password. If you become aware of any unauthorized use of the Services or your account, or have any questions about your account please contact SignRequest support at support@signrequest.com.

5. Copyright Complaints and Removal Policy

SignRequest respects the intellectual property of others and will respond to notices of alleged copyright infringement that comply with the law. We reserve the right to delete or disable Content alleged to violate copyright laws or these Terms and reserve the right to terminate the account(s) of violators. If you believe there has been a violation of your intellectual property rights, please complete our [copyright compliant form](#).

Or contact our designated copyright agent by mail:

Attn: Copyright Agent, SignRequest B.V., 900 Jefferson Avenue, Redwood City, CA 94063
USA

6. Confidential Information

During your use of the Services, SignRequest may share with you information that is confidential, sensitive or should be kept secret. For example, if we tell you about our product roadmaps, product designs and architecture, technology and technical information, provide you with security audit reviews, business and marketing plans, or share with you our business processes, these should always be considered confidential to SignRequest.

Similarly, we agree that your Content and information contained in your account is confidential to you.

Also, if either of us provide any documents to the other that are labeled “confidential” (or something similar), or provide information (either in writing or verbal) that is of a type that a reasonable person should understand to be confidential such information is to be treated as confidential information.

However, if you tell us information that: (a) we already know at the time you tell us; (b) was told to us by a third party who had the right to tell us; (c) is generally available to the public; or (d) was independently developed by us without using any of your confidential information, then that information will not be considered confidential. The same goes for information that we tell you that falls into any of these categories.

Lastly, we both agree that: (i) we will treat each other’s information with the same degree of care that we treat our own confidential information and no less than a reasonable degree of care; (ii) will use each other’s confidential information only in connection with these Terms and the Services; (iii) only share the information with others who have a need to know and who have agreed in writing to treat it as confidential (as we’ve outlined in this section); and (iv) not share

the information with any third party except as allowed in these Terms or through the Services. Of course, confidential information will always remain the property of its owner.

7. Third-Party Products

SignRequest may make available to you optional third-party applications, services or products, for use in connection with the Services (“**Third-Party Products**”). These Third-Party Products are not necessary for the use of the Services and your use of the Third-Party Products (and any exchange of any information, license, payments etc.) is solely between you and the applicable third-party provider. SignRequest makes no warranties of any kind and assumes no liability of any kind for your use of such Third-Party Products.

If you have any questions or concerns regarding the Third-Party Products, then please contact the applicable third-party provider.

8. Fees and Payment

Payments can only be made through bank transfer, credit card, or SEPA mandate. If the Paid Services are recurring, the user authorizes SignRequest for recurring monthly payments after the first payment. Recurring payments are charged in the same way as the first payment.

If you choose to subscribe to a Paid Service, you agree to pay the fees ("**Fees**") as quoted to you when you purchase that Service. All published prices are exclusive of applicable VAT or other taxes. We may calculate Vat and/or taxes payable by you based on the billing information that you provide us at the time of purchase. You are responsible for all charges related to using the purchased Service (for example, data charges and currency exchange settlements).

You will pay the Fees in the currency SignRequest quoted at the time of purchase. SignRequest reserves the right to change the eligible currencies at any time, except where not permitted by applicable law.

You may elect one of the following subscription plans and billing options (please note that there might be only one of these options available depending on the Service purchased):

A monthly subscription plan (“Monthly Subscription Plan”). The subscription period for the Monthly Subscription Plan will be for one month and will automatically renew (without the need to go through the Services-interface “check-out” or execute a renewal order form) unless you cancel your Monthly Subscription Plan at least three (3) business days prior to the renewal date. You will be billed on or about the same day each month until such time that you cancel.

An annual subscription plan (“Annual Subscription Plan”). The subscription period for the Annual Subscription Plan will be for one year and will automatically renew (without the need to go through the Services-interface “check-out” or execute a renewal Order Form) for additional periods equal to one (1) year each year on the anniversary unless you cancel at least three (3) business days prior to your renewal date. You will be billed annually on or about the same day each year until such time that you cancel. Note that under the Annual Subscription Plan you will

not be permitted to cancel, reduce the number of seats, or downgrade the Service you have selected until the anniversary date. Be aware that you are committing to a one-year plan; if you are not certain, we recommend choosing the Monthly Subscription Plan.

If you select the Monthly Subscription Plan, you can switch to the Annual Subscription Plan at any time. If you select the Annual Subscription Plan, you may not change to the Monthly Subscription Plan until the end of the one-year term of your Annual Subscription Plan.

Where required by law, you may have a legal right to cancel your subscription, pursuant to this Section, during the prescribed timeframe of your initial subscription period. If you are entitled to this right by law, your cancellation request will be processed within three (3) business days, and you will receive a prorated refund of any unused prepaid fees.

SignRequest reserves the right to change its prices at any time, however, if we have offered a specific duration and Fee for your use of the Service, we agree that the Fee will remain in force for that duration. After the offer period ends, your use of the Service will be charged at the then-current Fee(s). If you don't agree to these changes, you must stop using the Service and cancel via email to support@signrequest.com (with cancellation confirmation from a SignRequest representative) or by following the account cancellation instructions on this [page](#).

If you select Paid Services, you must provide us with current, complete, accurate and authorized payment method information (e.g. credit card information). You authorize us to charge your provided payment method for the Services you have selected and for any paid feature(s) that you choose. We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) if you have elected a subscription service, on a recurring basis. To the extent SignRequest has not received your payment, in order to bring your account up to date, we may bill you simultaneously for both past due and current amounts. If you do not cancel your account, we may automatically renew your Service(s) and charge you for any renewal term. You understand that failure to pay any charges or fees may result in the suspension or cancellation of your Services.

If fees are not automatically charged, issued invoices are payable within fourteen (14) days after the date of invoice. If payment has not occurred within fourteen (14) days after the date of invoice, SignRequest may charge statutory interest, and collection costs to an amount equivalent to 15% of the overdue payment, block your account or cancel your account.

If you cancel, your Service ends at the end of your current Service period or payment period, and no refunds for previously paid services will be issued. If you do not cancel in accordance with these Terms, the subscription for the Service will automatically renew at the then-current price and term length for the next subscription period. We will charge your credit card on file with us on the first day of the renewal of the subscription period.

You may view our refund policy [here](#).

9. Acceptable Use Policy

You agree you will not, nor will you encourage others or assist others to, harm the Services or use the Services to harm others. For example, you must not use the Services to harm, threaten, or harass another person, organization or SignRequest and/or to build a similar service or website. You must not: (a) damage, disable, overburden, or impair the Service (or any network connected to the Services); (b) resell or redistribute the Services or any part of it; (c) use any unauthorized means to modify, reroute, or gain access to the Services or attempt to carry out these activities; (d) use any automated process or service (such as a bot, a spider, or periodic caching of information stored by SignRequest) to access or use the Services; (e) use the Services beyond the features allocation and amounts provided in that Service or in violation of our fair use policy; (f) use the Services to, and/or cause SignRequest to, violate any law or distribute any malware or malicious Content; or (g) distribute, post, share information or Content illegally or without permission.

As part of our efforts to protect the Service, protect our customers, or to stop you from breaching these Terms we retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services. We also reserve the right to deactivate, change and/or require you to change your subdomains you may obtain through the Services.

You also agree that if you learn of any unauthorized or unacceptable use of any account, Content or the Service, you will promptly contact SignRequest by emailing support@signrequest.com and take all reasonable steps to cooperate with SignRequest and assist in the termination of such use.

It is your responsibility to use the Services in compliance with applicable law and with any third-party rights. More specifically (without limitation), neither you or your user(s) are allowed to use the Services: (a) in a way that infringes on a third party's intellectual property rights; (b) in a way that violates a person's privacy; and/or (c) to send unsolicited messages or SignRequest to any third party recipient. If any of the aforementioned circumstances occurs, SignRequest reserves the right to block or terminate your account at any time and delete all information related to it.

10. Suspension and Termination of the Service

We reserve the right to suspend or terminate your access to the Service at any time in our sole discretion if a) you are in breach of these Terms; or b) your use of the Services could cause a risk of harm or loss to SignRequest or our other users; or c) SignRequest declines to renew your subscription. When reasonable and as permitted by law, SignRequest will provide you reasonable advance notice of this change as well as an opportunity to correct any actions that led to SignRequest's decision. We will not be able to provide this advance notice if you are in material breach of these Terms, or if such notice would lead to civil or criminal liability for SignRequest, or if providing notice would compromise our ability to provide the Services to our other users. For the avoidance of doubt, SignRequest may still make a determination that it does not want to continue offering you access to the Service at any time for any or no reason.

You understand that if your account is suspended or terminated, you may no longer have access to the Content that is stored with the Services.

Upon cancellation or termination of your account, you may request access to your Content, which we will make available, except in cases where we have terminated your account due to your violation of these Terms or the Acceptable Use Policy terms in Section 9. You must make such request within fourteen (14) days following termination otherwise, any Content you have stored with the Services may not be retrievable and we will have no obligation to maintain Content stored in your account after this fourteen (14) day period.

We are unable to retrieve Content from deleted accounts.

11. Intellectual Property

All industrial and intellectual property in the Services, including without limitation, the rights in the software used to provide them, remains with SignRequest or its licensors. SignRequest grants you a non-exclusive, non-transferable, revocable license to use the Services in conformity with these Terms.

Documents and other information uploaded by you or your users to SignRequest's systems, or otherwise provided by you or your users in the context of the use of the Services, may contain third party intellectual property. You agree on behalf of yourself and your users, to provide SignRequest (as well as agents or service providers acting on SignRequest's behalf to provide the Services) the right to transmit, process, use and disclose your content and other information which we may obtain as part of your use of the Services but only: (i) as necessary for us to provide the Services, (ii) as otherwise permitted by these Terms, (iii) as otherwise required by law, regulation or order, and/or (iv) to respond to an emergency. You warrant that you have the right to grant such license, including, without limitation, to the extent it applies to third party content.

Any feedback or suggestions provided by you or your users with regard to the use, design or functionality of the Services may be used freely by SignRequest for the improvement and further development thereof. Any new intellectual property resulting from such improvement or development will remain with SignRequest. To the extent that such new intellectual property does not reside with SignRequest by operation of law, you and your users, if applicable, will render all cooperation necessary to affect the transfer of such intellectual property to SignRequest.

12. No Warranty or Conditions

There are certain things that we do not promise about the Services. Other than as expressly stated, we do not make any commitments about the specific functionality available through the Services, their reliability, availability, or ability to meet your needs.

TO THE EXTENT NOT PROHIBITED BY LAW, SIGNREQUEST AND ITS AFFILIATES (AND ASSOCIATED SERVICE PROVIDERS) (A) PROVIDE THE SERVICES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE", (B) MAKE NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED (E.G. WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR

PURPOSE, OR NON-INFRINGEMENT), AND (C) DO NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

13. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL YOU OR SIGNREQUEST AND ITS AFFILIATES, RESELLERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR LICENSORS BE LIABLE FOR: ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, BUSINESS INTERRUPTION, LOSS OF OPPORTUNITY, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF SIGNREQUEST HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

THE AGGREGATE LIABILITY OF YOUR OR SIGNREQUEST AND ITS AFFILIATES, OFFICERS, RESELLERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES, SAVE IN RESPECT OF LIABILITY ARISING UNDER THIS SECTION OF THESE TERMS, WILL BE LIMITED TO THE GREATER OF: (A) ONE AND A HALF (1.5) TIMES THE MOST RECENT MONTHLY OR YEARLY FEE THAT YOU PAID FOR THAT SERVICE; OR (B) ONE HUNDRED DOLLARS (\$100 U.S.D.). THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

IN COUNTRIES WHERE THE ABOVE TYPES OF EXCLUSIONS AND LIMITATIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE SKILL AND CARE OR OUR BREACH OF OUR CONTRACT WITH YOU.

NOTHING IN THESE TERMS AFFECTS CONSUMER RIGHTS THAT CANNOT BY LAW BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

Nothing in these Terms shall exclude or limit the liability of you or SignRequest and its affiliates, officers, employees, agents, licensors, resellers, suppliers and distributors for death or

personal injury, fraud, fraudulent misrepresentation or any liability that cannot be excluded or limited by law.

The provisions of this “Limitation of Liability” section allocates the risks under these Terms between you and SignRequest, and you and SignRequest have relied on these limitations in determining whether to enter into these Terms and the pricing for the Services.

14. Indemnification

To the extent not prohibited by law, you will defend SignRequest against any cost, loss, damage, or other liability arising from any third party demand or claim that any Content or information provided by you, or your use of the Services: (a) infringes a registered patent, trademark, copyright, or other intellectual property right of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of SignRequest’s actions); or (b) violates applicable law or these Terms. SignRequest will reasonably notify you of any such claim or demand that is subject to your indemnification obligation of which it becomes aware.

15. Governing Law and Jurisdiction

If you reside outside the United States, you agree that the Terms, and your relationship with SignRequest will be governed by the laws of the Netherlands. The parties irrevocably submit to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands, for the resolution of any dispute arising from or in relation to any agreement between SignRequest and you. However, you agree that SignRequest can apply for injunctive remedies in any jurisdiction.

If you reside in the United States, you agree that the Terms, and your relationship with SignRequest will be governed by the laws of the State of California, U.S.A. regardless of conflict of laws principles. We both agree that all of these claims can only be litigated in the federal or state courts in Santa Clara County, California, USA and we each agree to personal jurisdiction in those courts. However, you agree that SignRequest can apply for injunctive remedies in any jurisdiction.

We both agree that the United Nations Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code, the Uniform Computer Information Transactions Act, and any law effectuating these conventions do not apply to these Terms.

To the extent that the following provision is not in conflict with applicable law, you may only resolve disputes with us on an individual basis and may not bring a claim or proceed in a group arbitration proceeding as a plaintiff or a class member in a class, consolidated, or representative action.

16. Trials

You may sign-up for a free trial for some of the Services and your free trial period starts on the day you create the trial account and lasts for fourteen (14) days. If you are on a free trial, you

may cancel at any time until the last day of your trial. If you do not wish to incur charges, you must cancel the account by the end of the fourteenth day.

If you do not cancel your account and we have told you the account will be converted to a paid subscription at the end of the trial period, then you authorize us to charge your account for that specific Service. You may, however, cancel your subscription before the next billing cycle in accordance with these Terms, but no credits or refunds will be available. You may view our refund policy [here](#).

17. Changes to these Terms

We reserve the right to modify these Terms. We will post the most current version of these Terms at www.signrequest.com/en/terms-of-use. If we make material changes to these Terms, we will notify you electronically. If you do not accept the changes, you must stop using and cancel your account by emailing support@signrequest.com or following the account cancellation instructions on this [page](#). Your continued use of our Services after we publish or send a notice about our changes to these Terms means that you are consenting to the updated terms.

18. Miscellaneous.

Severability; Entire Agreement. These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, you and we will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will remain in effect. This is the entire contract between you and us regarding the Service. It supersedes any prior contract or oral or written statements regarding your use of the Services.

Assignment and Transfer. We may assign, transfer, or otherwise dispose our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Service, unless we provide written consent for you to do so.

Independent Contractors; No Third-Party Beneficiaries. SignRequest and you are not legal partners or agents; instead, our relationship is that of independent contractors. This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

Waiver. The failure of either of us to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect, unless expressly waived in writing.

Government Terms. If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the Service constitute software and documentation and are provided as “Commercial

Items” as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government User as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

Contact. If you have any questions about these terms you may send an email to support@signrequest.com or call at +31 (0) 20 894 36 57.

These Terms are available for .pdf download by clicking [here](#).

Last updated on 28 April 2021