

eSign



End User License Agreement & Terms of Use



End User Licence Agreement

Introduction

This end user license agreement (EULA) sets out the terms and conditions that will apply to your access and use of eSign (as defined below). By accessing or utilising eSign in any way (using), you agree to be bound by the terms of this EULA.

This EULA is to be read by you in conjunction with any terms, conditions and disclaimers provided with eSign. We reserve the right to amend this EULA at any time. Any changes will take effect on the date they are made available to you and/or provided to you before you use eSign (whichever is the earlier). You agree to use and continue to use eSign in a manner consistent with all Applicable Laws and in accordance with this EULA.

References to End User, you, your and yours are references to the person(s) accessing eSign and where such person is accessing eSign as employee, officer, agent or contractor to any undertaking (whether incorporated or otherwise), shall also include such undertaking.

References to Supplier, we, us, and our are references to E-Sign (UK) Ltd, a company registered in England and Wales with company registration number 07937425, whose registered office is at E-Sign (UK) Ltd, 8 Princess Parade, Liverpool, L3 1DL, United Kingdom. We can be contacted at 0330 912 8034 or info@esign.co.uk.

1.0 Important information

1.1 Your attention is particularly drawn to the following clauses:

1.1.1 clause 4 (acceptable use)

1.1.2 clause 7 (cancellation rights) **1.1.3** clause 10 (limits of liability)

2. Use of eSign

2.1 In consideration of the payment of the price (which is the price you pay for the use of eSign) as set out on our [pricing page](#) and subject to the terms of this EULA you may have access to and use eSign on a non-exclusive, non-assignable, nontransferable basis.

2.2 Where the Price is exclusive of VAT, you shall be responsible for paying VAT at the applicable rate the time of payment. We will issue a VAT receipt with each payment made by you.

2.3 For customers accessing eSign using an enterprise license, there is a requirement to purchase a subscription every 12 months from the date of the initial account activation after trial.

2.4 Customer and its Users are responsible for maintaining the security of their accounts, and Customer is fully responsible for all activities, damage and/or misconduct that occur under their account and by their Users. Customer represents and warrants that its Users of the Services will abide by the terms and conditions of this Agreement and Customer acknowledges and agrees that it shall be fully responsible for any User's breach of this Agreement. To obtain access to the Services, Customer shall provide each User

of the Services a unique user ID. When registering a User, each User must provide accurate information, and must promptly update all registration information to keep it accurate, current and complete. Only the User associated with a particular user ID may use that user ID to access or use the Services. Customer may deactivate and reallocate logons or user IDs for the Services to different individual users, as reasonable and necessary, from time to time. Customer is responsible for the management and administration of any logons and user IDs (and any associated passwords and access privileges) to or for the use of the Services, in accordance with this Agreement and subject to the approval of eSign. Customer shall strictly maintain the confidentiality of all such logons, user IDs and passwords, and Customer is solely responsible and liable for all transactions, activities, and other consequences resulting from the use or disclosure of such logons, user IDs and passwords. Customer shall promptly report to eSign any breach of confidentiality with respect to such logons, user IDs, passwords, or the Service, or any other problem with the Service, of which Customer becomes aware. In no event shall Customer allow the Services to be accessed or used by a third-party other than Customer and its authorised Users. eSign reserves the right to refuse use and/or access of such Services by any individual party other than Customer and its authorised Users. Customer shall be liable for all acts and/or omissions of its Users that access and/or use the Service. For security and verification purposes, the email address associated with your account cannot be changed after account creation. This email address will be used for all official communications, including legal notices, security alerts, and eSign requests.

2.5 The content that Customer and/or its Users upload to the Website Services, including without limitation document layouts, source code, pictures, video and other images, audio materials, graphics, document or data files, information relating to natural and other persons, messages, e-mail and other communications, files, texts, fonts, opinions, ideas, personalisation settings and other information and/or content, is defined collectively as "User Content" and Customer shall be liable for the accuracy, quality, integrity and legality of such User Content and of the means by which its Users access and use the User Content.

2.6 Customer agrees that it will not knowingly upload any User Content that: (i) is unlawful or promotes unlawful activities; (ii) defames, harasses, abuses, threatens and/or incites violence towards any individual and/or group; (iii) is pornographic, discriminatory and/or otherwise victimises and/or intimidates an individual and/or group on the basis of religion, gender, sexual orientation, race, ethnicity, age and/or disability; (iv) is spam, is machine-generated or randomly-generated, constitutes unauthorised and/or unsolicited advertising, chain letters, any other form of unauthorised solicitation, and/or any form of lottery and/or gambling; (v) contains and/or installs any viruses, worms, malware, Trojan horses, and/or other content that is designed and/or intended to disrupt, damage and/or limit the functioning of any software, hardware and/or telecommunications equipment and/or to damage or obtain unauthorised access to any data and/or other information of any third party; (vi) infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity and/or other rights; (vii) impersonates any person and/or entity, including any of eSign's employees and/or representatives; and/or (viii) violates the privacy of any third party or eSign employee and/or representative. Customer hereby allows eSign to use Customer's name and logo for eSign's marketing purposes, unless the customer informs eSign they do not wish to allow this.

3. Restrictions

3.1 Unless expressly agreed otherwise with the Supplier, you shall not make alterations to, or modifications of, the whole or any part of eSign nor permit eSign or any part of it to be combined with, or become incorporated in, any other programs or products.

3.2 You shall not copy, adapt, reverse engineer, decompile, disassemble, modify, or make error corrections to eSign in whole or in part.

4. Acceptable Use Restrictions

4.1 You may use eSign only for lawful purposes.

4.2 You must not use eSign in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into eSign or any operating system.

4.3 You must not infringe our Intellectual Property Rights or those of any third party in relation to your use of eSign.

4.4 You must not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of eSign.

4.5 You must not use eSign in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users. Data storage by you above the average user level may attract additional charges at the discretion of the Supplier. We will give you a written warning (by email or otherwise) prior to charging you such additional charges.

4.6 We shall determine, in our discretion, whether you are in compliance with this EULA through your use of eSign. When a breach of this EULA has occurred, we may take such action as we deem appropriate. We may take any of the following actions:

4.6.1 immediate, temporary or permanent withdrawal of your right to use eSign;

4.6.2 immediate, temporary or permanent removal of any posting or material uploaded by you to eSign;

4.6.3 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

4.7 We exclude liability for actions taken by us in response to breaches of this EULA.

5. Intellectual Property Rights

5.1 You acknowledge that all Intellectual Property Rights in eSign belong and shall belong to the Supplier or the relevant third-party owners (as the case may be).

5.2 You further acknowledge and agree that, to the extent that any additions, deletions or alterations made by the Supplier to eSign have resulted or will result in the subsistence of any new Intellectual Property Rights, all such rights shall vest in the Supplier.

6. Documents

6.1 Unless otherwise agreed, documents uploaded by you onto our document storage facilities will be retained for no longer than 10 years. If a longer period is required, additional charges may be incurred.

7. Cancellation Rights

This clause 7 only applies if you are a Consumer.

7.1 The term "Consumer" shall have the meaning given to it in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the Regulations). The Regulations state that you

are a "Consumer" if you are an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession.

7.2 After you select a subscription, you will receive a confirmation from us (Subscription Confirmation). A contract for services (Contract) will be formed when we send you the Subscription Confirmation.

7.3 If you are a Consumer, you have a legal right to cancel a Contract under the Regulations. Your cancellation rights start on the date of the Free Trial and expire at the end of 14 days after the date of the Confirmation of Trial (the Cancellation Period). For example, if the date of the Trial Confirmation is 1 January, then 15 January will be the last day of the cancellation period.

7.4 This means that during the Cancellation Period, if you change your mind or decide for any other reason that you do not want to use our services, you can notify us of your decision to cancel the Contract. eSign is a pay in advance service. You can remove payment details and cease the service anytime, however refunds will not be given for unused time periods or outstanding envelopes.

7.5 To cancel a Contract or subscription, the account administrator can go into the 'edit payment method' area of the account and remove payment details. No further charges will be taken and the service will cease upon the next renewal period. Alternatively the account administrator can delete the account completely with the account settings area, upon which no further charges for service will occur. If you request any assistance, you can email us at support@esign.co.uk or contact our customer services team by telephone on 0330 912 8034. Please provide us with details of your order to help us to identify it.

7.6 If you cancel the Contract within the Cancellation Period and after you have started using eSign (for example, by signing documents or storing documents), we will charge you for providing the services to you up to the date of cancellation. This charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are. You will not be entitled to cancel the Contract and receive a refund for services that have been fully performed.

Please note: Once your subscription has expired, you will not be able to access your dashboard, so please ensure you have downloaded all your documents. Alternatively, you can access the documents from your email attachments if available.

7.7 Refund Policy

It is important to note that **eSign does not provide refunds unless under exceptional circumstances or if legally bound to do so**. Once you cancel your account, you are able to continue use until the end of your current billing cycle. Any refunds issued will be via the same means of payment as you used to make the payment.

8. Confidentiality

8.1 You undertake to us that you shall not disclose any information of a confidential nature which you may have or acquire (whether oral, written or in any other form) as a result of or pursuant to this EULA save that this clause shall not apply to the disclosure of information required to be disclosed by law, binding judgment, order or requirement of any court of competent jurisdiction or other competent authority, disclosure in confidence to your professional advisers for a purpose reasonably incidental to this EULA or information which comes into the public domain (other than as a result of breach of this clause).

9. Warranty and Disclaimer

9.1 To the fullest extent permitted by law, we do not warrant or guarantee that use of eSign will be uninterrupted or error free or that defects in eSign will be corrected.

10. Limits of liability

10.1 Subject to clause 10.3 the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by you (or any person claiming under or through you), whether in contract, in tort (including negligence) or otherwise in respect of actual or expected:

- 10.1.1** loss of profits;
- 10.1.2** loss of revenue;
- 10.1.3** loss of anticipated savings;
- 10.1.4** loss of business;
- 10.1.5** loss of opportunity;
- 10.1.6** wasted expenditure, including pre-contractual expenditure;
- 10.1.7** loss of goodwill;
- 10.1.8** any losses, fines and expenses imposed by a Regulatory Authority; or
- 10.1.9** special, indirect or consequential loss of any type including but not limited to any loss arising out of your liability to any other person, even if such loss was reasonably foreseeable.

10.2 Subject to clause 10.3, the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this EULA or any collateral contract, shall in no circumstances exceed a sum equal to the Price paid by you to the Supplier.

10.3 The exclusions in clause 10.1 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:

- 10.3.1** death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents;
- 10.3.2** fraud or fraudulent misrepresentation;
- 10.3.3** breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 10.3.4** any other liability which may not be excluded by law.

11. Data Protection

11.1 Each party to this EULA shall comply with its respective obligations under the Data Protection Act 2018 (the Act) and General Data Protection Regulation (GDPR) 2018.

11.2 For the purposes of this clause 11, terms and expressions not defined in this EULA but having a meaning assigned to them in the Act shall have the same meaning as that assigned to them by the Act.

11.3 For the purposes of the Act, the Supplier is the data processor/controller of your personal data processed through your use of eSign.

12. General provisions

12.1 Except as expressly stated in this EULA and to the extent permissible by law, all terms, conditions, warranties, undertakings and representations implied by statute, common law, custom, trade usage or otherwise are expressly excluded.

12.2 The rights of the parties under this EULA are, unless stated otherwise, cumulative and shall be without prejudice to any other rights or remedies available to them.

- 12.3** If all or any part of any provision of this EULA shall be invalid or unenforceable, then any enforceable remainder of such provision and all other provisions of this EULA shall remain valid and enforceable.
- 12.4** No amendment or variation of the terms of this EULA shall be effective unless it is made or confirmed in writing by both parties.
- 12.5** You may not assign, transfer, charge, make the subject of a trust or otherwise deal with any of your rights hereunder without the Supplier's prior written consent.
- 12.6** The Supplier may, in its absolute discretion, assign, transfer, charge make the subject of a trust or otherwise deal with any of its rights hereunder without requiring consent.
- 12.7** Save for any intermediary through whom the Supplier is making eSign available to you, a person who is not a party to this EULA shall not have any right to enforce this EULA or any agreement or document entered into pursuant to this EULA by virtue of the Contracts (Rights of Third Parties Act) 1999.
- 12.8** This EULA shall be construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with this EULA.
- 12.9** Your access to and use of eSign granted by this EULA is terminable with immediate effect at any time at the absolute discretion of the Supplier.

13. Definitions and Interpretation

13.1 The definitions and rules of interpretation set out in this clause apply in this EULA. Applicable Laws means any laws, regulations, regulatory constraints, obligations or rules, including binding codes of conduct and binding statements of principle incorporated and contained in such rules applicable to the existence or operation of this EULA.

eSign means the electronic signatures platform called "eSign" supplied by the Supplier (directly or indirectly) to you (and any part of the same).

Intellectual Property Rights means all inventions (whether patentable or not), patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Price shall have the meaning given to it in clause 2.1.

Regulatory Authority means any regulatory or governmental body, including the European Commission, responsible for enforcing Applicable Laws or otherwise having jurisdiction over the activities of either party to this EULA.

VAT means, within the European Union, such tax as may be levied in accordance with (but subject to derogations from) Directive 2006/112/EC and, outside the European Union, any similar tax levied by reference to added value or sales.

13.2 Words in the singular shall include the plural and vice versa.

13.3 A reference to one gender shall include a reference to the other genders.

13.4 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time and, in the case of a statute, includes any subordinate legislation made under that statute.

13.5 Any obligation in this EULA on a person not to do something includes an obligation not to agree or allow that thing to be done.

13.6 References to clauses are to the clauses of this EULA; references to paragraphs are to paragraphs of the relevant schedule.

13.7 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

13.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.



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1. The use of the eSign Service

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5. Database right

All eSign databases, and collection of data or any other material that is arranged in such a way so that the items are individually accessible, are be protected by database right. This protection applies to both paper and electronic databases.

6. Legal Contact Information

If you have any questions about the term and conditions, or want to request permission to use eSign Materials, please contact eSign on info@esign.co.uk

7. Legal aspects of eSign

In order for the eSign service to be effective as an 'advanced electronic signature', E-Sign UK Ltd will adhere to the following legislative framework; International compliance agreement.

- Directive 1999/93/EC of the European parliament on a community framework for electronic signatures.
- The electronic communications act 2000
- The electronic signature regulations 2002
- eIDAS compliant

The Directive is a European Union level legal instrument which directs member states to pass national laws to implement electronic signature technology as stated in the Directive's rules. It gives flexibility to nations in order to accommodate different cultures giving the possibility of deciding whether to implement or not certain aspects however this flexibility also creates differing national electronic signature frameworks, failing to satisfy its main goal of structuring a harmonised and coherent legal framework across the European Union.

The EU Directive incorporates the technology neutral approach of the UN Model Law on electronic commerce. Moreover it defines two different kinds of electronic signatures:

- simple electronic signature
 - advanced electronic signature
-

The simple electronic signature is defined in Article 2.1. as data in electronic form which are attached to or logically associated with other electronic data and which serve as a method of authentication.

The advanced electronic signature such as that used by the eSign service is defined in Article 2.2 as an electronic signature, which meets the following requirements,

- it is uniquely linked to the signatory
- it is capable of identifying the signatory
- it is created using means that the signatory can maintain under his sole control; and it is linked to the data to which it relates in such a manner that any subsequent change of the data is detectable.

According to Directive Article 5 concerning legal effects of electronic signatures, currently only the advanced electronic signatures which are “based on a qualified certificate and created by secure signature creation device” such as digital signatures are fully legally equivalent to handwritten signatures, and for other forms of eSignatures, it states that:

The legal effectiveness is not denied solely on the grounds that it is:

- In electronic form
- Not based upon a qualified certificate, or
- Not based upon a qualified certificate issued by an accredited certification service-provider
- Not created by a secure signature creation device

However, this statement gives freedom to the Member States to refuse to recognise electronic signatures for any other reason.

eSign also recognises the following piece of legislative framework;

FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATION (FIPS PUB 186-3) on Digital Signature Standards.

This standard is set out by the United States, and is similar to the EU/UN guidelines, but expands on the application and implementation of the digital signature, as set out below.

Applications: A digital signature algorithm allows an entity to authenticate the integrity of signed data and the identity of the signatory. The recipient of a signed message can use a digital signature as evidence in demonstrating to a third party that the signature was, in fact, generated by the claimed signatory. This is known as non-repudiation, since the signatory cannot easily repudiate the signature at a later time. A digital signature algorithm is intended for use in electronic mail, electronic funds transfer, electronic data interchange, software distribution, data storage, and other applications that require data integrity assurance and data origin authentication.

Implementations: A digital signature algorithm may be implemented in software, firmware, hardware or any combination thereof.

8. Subscriptions

The number of envelopes you get per month depends on your subscription plan:

- 1 Personal Plan** users can send up to 5 envelopes per month.
- 2 Standard Plan** users can send up to 50 envelopes per month.
- 3 Business Plan** users can send up to 75 envelopes per month.

It's important to note that unused envelopes don't carry over to the next month. The monthly limit resets on the date your subscription was originally purchased.

9. eSign Contract Templates

This Disclaimer is part of the Terms and Conditions .

E-Sign UK Ltd provides forms, document templates and other items, subject to this Disclaimer and the other Terms and Conditions which you can see [here](#).

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