

G-Cloud 15
Terms & Conditions

SIGNINGHUB DIGITAL SIGNATURE
SOLUTION SERVICE
TERMS & CONDITIONS
G-CLOUD 15
LOT 2 CLOUD SOFTWARE

Lot 2b Software as a Service (SaaS)

Ascertia UK Ltd

Jan 2026

Document Version-1.0

Terms of Service

SigningHub is an online service owned and managed by Ascertia Limited. The SigningHub name and logo are trademarks of Ascertia Limited. Ascertia is a global provider of trust products and solutions for Government, Financial, Health, Telco, Pharma and other organisations, see our website for further details: www.ascertia.com

Ascertia Limited (“Ascertia”) provides a set of services more fully described on the Ascertia website (together, the “Service”) that enables the use of digital signatures and approval workflow. Your use of the Service is subject to the following terms and conditions of the Customer Agreement (“Agreement”).

Privacy

Our top priority is protecting your privacy. Ascertia is dedicated to safeguarding your information. Our Privacy Policy available here: <https://www.signinghub.com/privacy-policy/> governs any personal information you provide to us. By using the Services or our associated software you agree to the terms of this Privacy Policy.

Security

Ascertia is committed to security. We use secured datacenters with redundant power and internet connectivity. Ascertia employs commercially reasonable precautions to maintain the security of the system, including the use of industry standard encryption methods to prevent unauthorized access to customer documents and account information stored on our servers. The Service also protects information with the HTTPS security protocol during transmission to your web browser. Ascertia uses individual signing keys rather than single centralised key. Your signing key may be held on the SigningHub server or locally by you in software, secure smartcard or USB token. You may also employ document access rights on a per document basis before sharing your documents. Of course, the Service cannot protect any information after it has left the Service.

Your Representations and Obligations

Amendment

You are responsible for reviewing the current version of the Customer Agreement periodically. Ascertia may amend this Agreement by (a) posting a revised Customer Agreement on the Ascertia website, or (b) sending information regarding the amendment to the email address you provide to Ascertia. Continued use of the Service will be deemed acceptance of the amended Agreement.

Proper Use

You agree to comply with the terms and conditions of this Agreement and with all applicable local, state, national and international laws and regulations and all Internet regulations, policies and procedures, including all export and other laws regarding the transmission of technical data exported from any country through the Service. You agree that you will not use the Service for illegal purposes,

to disrupt the Service, or to distribute content that violates the privacy, intellectual property or other proprietary rights of any third party, or for purposes that Ascertia reasonably determines to be unlawful, obscene, defamatory, harassing, fraudulent, abusive, threatening, harmful, vulgar, or otherwise objectionable. You are wholly responsible for the contents of your transactions through the Service. Your use of the Ascertia service is subject to Ascertia's "Fair Use" policy – see below for more details.

Age

You represent and warrant that you are at least 18 years of age (or, as applicable, the age of majority in the state or province in which you reside), and that you possess the legal right and ability to enter into this Agreement.

Account Registration

You represent and warrant that all of the information you provide to Ascertia is true, accurate and complete, and that you have legal right to use the email address(es) you provide. You agree to keep your information current by updating your account information. You agree to maintain the confidentiality of your account. You are responsible for all activities that occur under your account. If your account remains inactive for more than three months, Ascertia reserves the right to close your account.

Payment Obligations

In the event that you choose to purchase one of the service plans that Ascertia makes available (a "Paid Account"), you agree to pay for using such a Paid Account according to the service plan you select. Payment of your SigningHub account balance is due monthly, yearly or pay as you go in advance and must be made by the credit or debit card you designate, unless you agree a separate post-pay arrangement with Ascertia.

Certain services may be offered in the form of Signature Packs. A Signature Pack grants the Customer a perpetual, non-exclusive right to use the purchased number of signature transactions. Signature Packs do not expire and remain valid until all purchased signature credits have been consumed.

Credit Card Refund Policy

Trial use of SigningHub is available for 5 free signatures and this route must always be used to ensure that SigningHub is acceptable to you before purchasing a service package. If having purchased a service package you are not satisfied, you may request a refund within 7 days. Once the refund request is made then Ascertia will delete your account plus any data associated with it and promptly refund the amount paid for the service back to the credit card used for payment, less any credit card operator fees that may be associated with this. Refund requests can be made by email to sales@ascertia.com or by opening a support ticket at <https://ascertia.force.com/partners/login> NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASCERTIA, OR THROUGH OR FROM THE ASCERTIA WEBSITE OR SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

Account Cancellation

If your account is paid-in-full, you may cancel your account and terminate this Agreement at any time. Ascertia recommends printing or copying any important documents because you will lose access to documents, messages or other content contained in your account after cancellation. Ascertia reserves the right to terminate any account that violates the terms of this Agreement.

Communication

You agree that the official time for all transactions using the Service will be the timestamps recorded by the Service's servers. You also agree that all electronic communications or notices sent to the email address you provide to Ascertia, placed in your account, or posted on the Website will be considered "in writing" and received within five (5) business days of its dissemination. Ascertia disclaims all responsibility for all failures in communication caused by failures of third parties to properly process or deliver Ascertia's electronic communications.

Ascertia's Rights and Disclaimers

Payment Relationship to Documents

Unless Ascertia is named as a direct party, Ascertia's relationship to all documents and transactions completed using the Service is that of a trusted, disinterested third party. Accordingly, Ascertia disclaims any representations of any kind regarding the documents or transactions that pass through the Service. You are responsible for recognizing the parties of interest in all transactions you complete using the Service and assessing all associated risks.

Maintenance

The Service will occasionally be unavailable during system maintenance and upgrades. Ascertia scheduled maintenance will usually take place on the second and fourth Saturday of every month between 7am-10pm GMT. Ascertia will make commercially reasonable efforts to ensure that the Service will be available during this period. However, Ascertia disclaims all responsibility for any interruptions or problems with the Service caused by external forces affecting the reliability of the Internet or computer systems.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ASCERTIA SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH ASCERTIA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF), AND INCLUDING DAMAGES RESULTING FROM: (i) ANY DOCUMENT OR TRANSACTION SENT THROUGH THE SERVICE WHERE ASCERTIA WAS NOT A DIRECT PARTY; (ii) THE USE OR INABILITY TO USE THE SERVICE, INCLUDING ERRORS, INTERRUPTIONS OR DELAYS; (iii)

UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DOCUMENTS OR TRANSMISSIONS; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE.

ASCERTIA'S LIABILITY SHALL NOT EXCEED, IN THE AGGREGATE, A SUM EQUAL TO THE AMOUNT OF FEES (IF ANY) PAID FOR USING THE SERVICE UNDER THIS AGREEMENT.

Disclaimer of Warranty

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. ASCERTIA PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. ASCERTIA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ASCERTIA DOES NOT WARRANT AND EXPRESSLY DISCLAIMS THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, RELIABLE, TIMELY, SECURE, ERROR-FREE OR FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, (iii) ANY ERRORS ON THE ASCERTIA WEB SITE OR SERVICE WILL BE CORRECTED; AND (iv) THAT DOCUMENTS OR MATERIALS THAT YOU STORE VIA THE SERVICE WILL REMAIN ACCESSIBLE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR SOLE DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASCERTIA, OR THROUGH OR FROM THE ASCERTIA WEBSITE OR SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

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Intellectual Property Rights

You acknowledge and agree that Ascertia owns all rights, title and interest in the Service and the website, including, without limitation, all intellectual property rights. You acknowledge and agree that the Service and the website contain proprietary and confidential information and trade secrets including, but not limited to text, graphics, logos, images, software, and icons, that are protected by England & Wales and international intellectual property laws and applicable laws.

Ascertia retains all right, title and interest to the words "Ascertia", "SigningHub", "ADSS Server" "Go>Sign" and any word, phrase or logo incorporating the foregoing (collectively, the "Ascertia Marks"). You agree not to display or use Ascertia Marks in any manner without Ascertia's prior written permission.

Ascertia Services

Fair Use Policy: Free Accounts

Each customer, including a company, is limited to one (1) Free Ascertia account. If you or your company desire more than one (1) Free Ascertia account, then you must, and you agree to, upgrade to a paid Service. Free trial accounts with no user activity for 30 days will be deleted.

Fair Use Policy: Paid Accounts

Paid Accounts shall be in violation of Ascertia's 'Fair Use' policy if usage in any given month exceeds more than three (3) times the average level of usage of the same category of Ascertia's paid account customers over that thirty (30) day period. Usage shall be defined as total transactions on the service and storage limitations. Any violation of these Fair Use Policies may subject your account to more limited functionality in your account, or in the case of concerns about abuse, termination of your account. Any failure by Ascertia to enforce this Policy does not constitute a waiver of Ascertia's right to enforce past or current violations at any time in the future.

e-Signature Service: Policies

If you use the Service, you are agreeing to conduct business transactions with electronic documents and signatures instead of paper-based documents and signatures. You are under no obligation to transact business electronically. To withdraw your consent to conduct electronic transactions, simply stop using the Service and contact the sending party to explore other options. You may read and sign each document on a case-by-case basis. Each decision to view or sign a document electronically does not affect the legal effect of any transactions already completed using either electronic or paper-based documents and signatures. You hereby agree to read every document before electronically signing it. You also agree to communicate all issues regarding the content of a document directly with the sending party. Finally, you agree to notify the sending parties and the Service of any change in your e-mail address in order to prevent interruptions to your communications. You acknowledge and understand that electronic signatures are legally binding in Europe and other countries. You also understand that printed copies of electronic documents are not considered legal originals, but rather copies of the original documents held within the Service.

e-Signature Service: Requirements

Use of the Service requires a standards-compliant web-browser which supports the HTTPS protocol, HTML and cookies. [Electronic signatures](#) are void where prohibited by law.

Legal Document Service: Legal Information Disclaimer

The Service offers documents and other information that may be relevant to the legal needs of our users. However, the legal information available on or through the Service does not constitute legal advice as it does not draw legal conclusions or apply the law to the specific circumstances of each user. If you require legal advice, please consult a law services professional in your area. Your use of the Service cannot replace the advice of a lawyer or create a lawyer-client relationship between you

and Ascertia. Although Ascertia makes reasonable efforts to ensure the accuracy of the legal information it provides, the law is constantly changing, and Ascertia cannot guarantee the correctness or completeness of the legal information.

General Provisions

Entire Agreement

This Agreement constitutes the entire agreement between you and Ascertia and governs your use of the Service. This Agreement supersedes all prior agreements and understandings between you and Ascertia, whether written or oral.

Indemnification

You agree to hold harmless and indemnify Ascertia and its subsidiaries, affiliates, officers, agents, directors, managers, employees, and successors from any claims, losses, damages, suits, demands, liabilities, judgments, litigation costs and attorneys' fees arising from or in any way related to your use of the Service, your breach of any of your obligations under this Agreement, or your violation of any applicable laws or regulations.

Severability and Waiver

If a court of competent jurisdiction declares any term or provision in this Agreement invalid or unenforceable, you and Ascertia nevertheless agree that the court should construe that term or provision consistent with applicable law as nearly as possible to reflect the parties' original intentions, and that the remaining terms and provisions remain in full force and effect. Failure by Ascertia to exercise or enforce any provision of this Agreement shall not constitute a waiver of any such provision.

Choice of Law

This Agreement shall be governed by the laws of the England and Wales without regard to its conflict of law provisions. You and Ascertia agree to submit to the personal and exclusive jurisdiction of the courts located within England and Wales.