

Terms & Conditions

1. Definitions and Interpretations

- 1.1. "Account" is your access to the Service.
- 1.2. "Authorised Sub-processor" are each of the sub-processors in 11.7.1. and any further sub-processors added subsequently in accordance with 11.7.2.
- 1.3. "Contract" is the agreement set out in these Terms between the Company and you.
- 1.4. "Company/us/we/our" means Legalesign Limited, a limited liability company incorporated in Scotland under company number is SC425013 with a registered office at 1 George Square, Glasgow, G2 1AL, UK.
- 1.5. "Content" means any information, documents, data, text, software, music, sound, photographs, graphics, video, messages or other materials uploaded, posted, emailed or otherwise transmitted through use of the Service.
- 1.6. "Data Subject" has the meaning given under the Data Protection Laws.
- 1.7. "Data" means all Personal Data collected, generated or otherwise processed by the Company as a result of, or in connection with, the provision of the Service.
- 1.8. "Data Protection Laws" means the GDPR and any legislation which amends, re-enacts or replaces it in England and Wales; and any other data protection laws and regulations applicable in the England and Wales.
- 1.9. "Data Protection Officer" has the meaning given to it under Article 37 of the GDPR.
- 1.10. "Documentation" means the text and imagery within the support portal at that describes the Service and how to use it.
- 1.11. "Documents" means the electronic files created for signatures or approvals through the use of the Service.
- 1.12. "GDPR" means the General Data Protection Regulation (EU 2016/679).

- 1.13. "EEA" means the European Economic Area comprising the territories of the contracting parties to the EEA Agreement 1994.
- 1.14. "Personal Data", "Processing" and "Processor" have the meanings given to them under the Data Protection Laws and "Process" and any other tense or part of that verb shall be interpreted accordingly.
- 1.15. "Service" means the online software service for e-signature and contract management that is offered by the Company.
- 1.16. "Site" means the Company website at and all subdomains thereof.
- 1.17. "Supervisory Authority" means any data protection authority with jurisdiction over the processing of the Data.
- 1.18. "Template" means a database record and any associated files that can be used to create Documents.
- 1.19. "URL" means a universal resource locator.
- 1.20. "You/your" means any person who has registered to create an Account for the use of the Service or any company or other legal entity on behalf of which such registration has been made.

2. About these terms of service ("Terms")

- 2.1. These are the Terms of Legalesign Limited which apply to all use of the Service by you, which is accessible through your Account on the Site. Please see the 'Features' section of the Site for more detail on the Service.
- 2.2. These Terms govern your access to, and use of, the Service.
- 2.3. You acknowledge and agree that by using our Service you are confirming that you have read, understand and agree to be bound by these Terms. If you do not agree to these Terms then you have no right to use the Service.
- 2.4. We reserve the right to amend these Terms from time to time and we shall either email to alert you to our new terms or notify you upon your access of the Service. Your continued use of the Service shall be deemed to be acceptance of any new Terms.

3. Eligibility

- 3.1. The Service is intended solely for corporations and persons aged 18 or older. Any use of our Service by an individual under 18 is expressly prohibited. By accessing our Service as an individual you represent and warrant that you are aged 18 or older.
- 3.2. You should not attempt to register with the Service if you have previously been refused access or had access rights cancelled by us.

4. Our contract with you

- 4.1. When you register to create an Account with us we shall email you to confirm if your registration is accepted. Our Contract with you is formed when, during the process you follow in order to access the Service, you tick the checkbox that requests your agreement to these Terms. Please note that we reserve the right at our discretion to reject applications to use our Service.
- 4.2. The Contract will run on a monthly basis unless you agree a set number of months in advance. You will initially have free use of the Service within limitations set by the Company (the "Trial"), until you have agreed to a paid use of the Service. During the Trial the Company reserves the right to terminate or constrain your Account at any time. There is no obligation upon you to purchase the Service during the Trial.
- 4.3. If the Contract is monthly, there is no minimum term beyond the first month of the Contract; you can choose to upgrade your Contract at any time and the Contract will be renewed for the following month unless you instruct us to stop the Service. You can choose to stop the Service at any time in which case no further subscription fees will be charged, although we shall not be obliged to refund any fees paid unless stated otherwise or required by law.
- 4.4. Your billing information will specify your plan (details of which can be found at) and whether there is maximum number of users who can access the Account and/or number of Documents and/or Templates within a time period. If it does not specify the number of Documents and/or Templates, then the Fair Use Policy (Section 9) shall apply.
- 4.5. We shall be entitled to terminate the Contract at any time if you are in material breach of the Contract (e.g. fail to pay fees) and if either you fail to remedy the breach within the timescale we request or the breach is not capable of being remedied. We shall also be entitled to terminate the Contract if you become bankrupt or your company becomes insolvent. Where we terminate the Contract due to your breach we shall not be obliged to refund any subscription fees you may have paid us. These rights of termination shall also apply to you against us.

- 4.6. The Company shall not be liable to you or to any third-party for any termination of your access to the Service. Upon termination or suspension, your right to use the Service shall stop immediately.
- 4.7. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes any portion of the Service, use of the Service, or access to the Service. If you do wish to resell the Service then please contact us to discuss what options may be available to you.

5. Our obligations

- 5.1. The Company undertakes that the Service will be performed substantially in accordance with the Documentation made available to you including via our Site and with reasonable skill and care. But this undertaking shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to our instructions, or modification or alteration of the Service or Documentation by any party other than the Company or the Company's duly authorised contractors or agents. If the Service does not conform with the foregoing undertaking, we shall, at our expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or to provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in this paragraph.
- 5.2. Notwithstanding the foregoing, the Company does not warrant that your use of the Services will be uninterrupted or error-free or that the Services, Documentation and/or the information obtained by you through the Services will meet your requirements. Nor is the Company responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.3. The Company warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

6. Service availability

- 6.1. The Company shall use commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week, except for planned or unplanned maintenance, and to carry out maintenance outside office hours in the United Kingdom.

6.2. You are solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres. We are not liable for any delays, delivery failures and any other loss or damage arising from or relating to your network connections or telecommunications links or caused by the Internet.

7. Your use of the Service

7.1. You must provide current and accurate identification, contact, and other information as part of the registration process.

7.2. You agree to notify the Company immediately of any unauthorised use of your Account or any other breach of security. The Company shall not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your Account secure.

7.3. You agree that in using the Service you shall not:

- 7.3.1. upload, post, email or otherwise transmit any Content that is unlawful, infringes any third party intellectual property rights, breaches any obligation of confidence or is unauthorised, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- 7.3.2. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- 7.3.3. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content;
- 7.3.4. upload, post, email or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, except in those areas that are designated for such purpose;
- 7.3.5. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- 7.3.6. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of

networks connected to the Service;

7.3.7. intentionally or unintentionally violate any applicable law or regulation including, but not limited to, regulations promulgated by any securities exchange;

7.3.8. interfere with the services of another user or network or any act relating to the circumvention of security measures;

7.3.9. misuse system resources, including, but not limited to, by employing programs that consume excessive CPU time (outside of any reserved CPU slice), network capacity, disk input/output per second (IOPS) or storage space;

7.3.10. access resources programmatically, including, but not limited to, by using automated scripts or "bots", unless access the resource does not require authorisation or access is through the application programming interface (API); or

7.3.11. create, or facilitate the creation of, additional registration accounts or other technology for the purpose of accessing, or facilitating third party access to, the Service without permission.

7.4. You agree that any of the above activities are considered prohibited usage and shall result in immediate account suspension or cancellation without a refund and the possibility that the Company will impose fees and/or pursue civil remedies without providing advance notice.

7.5. You acknowledge that the Company may establish general and reasonable practices and limits concerning use of the Service, including but not limited to the maximum number of email messages that may be sent from or received by an Account on the Service, the number of searches undertaken, the number of records stored in the course of the activity of the service, the CPU and memory resources that will be allotted on the Company controlled servers on your behalf and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time.

7.6. The Service may or may not be suitable for your Content and Data (for example, due to your jurisdiction or other activities between any actors), and may or may not provide a mechanism to infer a legally binding agreement between you and a third party (or parties) in respect of your Content. You agree that you, and not the Company, are wholly responsible and liable for any legal matter arising from your use of the Service, or from your Content, with any other party.

7.7. You agree that the Company has no responsibility or liability for the deletion or failure to store any records and other communications or other Content maintained or transmitted or received by the Service. We shall use reasonable endeavours, but, as

respect of all web services, you should keep your own copies of your Content.

- 7.8. You acknowledge that the Company reserves the right to log off Accounts that are inactive for an extended period of time, or to terminate Accounts for any breach of Contract.
- 7.9. You acknowledge that the Company bears no responsibility or liability in respect of any legal status of Content that is transmitted or received by the Service or for the legal status or legal validity for any actions performed in the course of the use of the Service by you or any other party.
- 7.10. You acknowledge that the Company is not a party to any of your Documents.
- 7.11. The Company uses Adobe Certified Document Services (CDS) (using public key infrastructure technology) to provide a mechanism for an additional layer of security. But you acknowledge that the Company is not a "certified service provider" (CSP), does not provide certificates which are "Qualified Certificates" as defined by European directives and does not fulfil a matching role in other jurisdictions. Our Service allows for electronic signature of contracts and other documents and involves an intended signatory being emailed at the email addresses provided by the Authorised User, and optionally other verification measures if provided by the Service to you (for example, external identity verification services, SMS pin verification or Knowledge Based Authentication (KBA). However, you acknowledge the possibility for fraudulent activity or human error. The Service provides no guarantee the person who reads the email and/or signs the contract or document is the intended signatory.
- 7.12. You are responsible for complying with the laws of the country from where you use the Service and for ensuring you have all necessary permission and consents in place in relation to your use of the Service and in relation to all applicable legislation relating to data protection and marketing communications.

8. Payment & Plan

- 8.1. By selecting a paid version of our Service you agree to pay us the subscription fees indicated for that Service. Payments will be chargeable from the day you sign up for a paid offering of the Service and will cover the use of that Service for an agreed period from that day. Paid service fees are not refundable.
- 8.2. The Company uses e-payment software. In respect of payments, these Terms shall not limit or exclude the terms of the e-payment service provider as it applies to those payments. You acknowledge and agree that your payments are controlled by, and are the responsibility of, the e-payment provider and not the Company. Other means of payment are accepted and you should contact us if you wish to use an alternative

method.

- 8.3. You may terminate your paid service at any time to us in writing, or by terminating your subscription through the e-payment provider. If the e-payment provider notifies us you have terminated your payments your account status will be amended to reflect this change.
- 8.4. You agree that the Company shall be permitted to charge you through your credit/debit card, or through direct debit, or via an e-payment provider, in advance of providing its services or as needed for prepayments, any applicable sales taxes, and any other charges you may incur in connection with your use of the Service.
- 8.5. The Company is not responsible for any additional bank fees, interest charges, finance charges, overdraft charges, or other fees resulting from charges billed by the Company. Currency exchange settlements will be based on agreements between you and the provider of your payment method. In addition, we do not give pro-rated refunds for unused time if cancellation is initiated during a Contract. We reserve the right to change our fees, but shall notify you in advance of increases.
- 8.6. All charges are non-refundable unless expressly stated otherwise, or otherwise provided by applicable law. The costs of any returns if permitted will be at your expense, unless otherwise provided by applicable law.

9. Fair use policy

- 9.1. The Company realises that most customers use the service in a reasonable manner to meet their needs. We have some fair usage guidelines, which are designed to ensure quality of service and reliability, and are based on our analysis of use of the Service over time. These guidelines give an indication of what we believe is normal and reasonable. If you exceed these guidelines we shall contact you to enquire about your use of the Service to ensure you are using the system within normal business use.
- 9.2. Documents – we operate a fair use guideline of 50/month per user.
- 9.3. Templates – we operate a fair use guideline of 50/month per user.

10. Content

- 10.1. You acknowledge that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Content originated. This means that you, and not the Company, are entirely responsible for all

Content that you upload, post, email or otherwise transmit via the Service. The Company does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

- 10.2. You acknowledge that the Company has no obligation to monitor Content. The Company shall have the right (but not the obligation) in its sole discretion to refuse, move or remove any Content that is available via the Service that violates these Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You acknowledge that the technical processing and transmission of the Services, including your Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. The Company reserves the right to terminate your access to some or all parts of its Service if you withdraw your consent to this paragraph at any time.

11. Personal Data

- 11.1. Under the definitions of the GDPR, the Company is both a "Data Controller" and a "Data Processor".
- 11.1.1. The Company is a Data Controller in respect of your organisation's personal data uploaded to the Service for the administration of your account, such as your user account logins and billing address.
- 11.1.2. The Company is a Data Processor in respect of personal data that you upload to the Service in the course of using it for its purpose, for example the name and contact details of signatories.
- 11.2. In respect of the Company as Data Controller, please read the privacy policy at . We shall comply with this privacy policy in providing the Service.
- 11.3. In respect of the Company as Data Processor the remainder of this Section 11 and Section 12 (Data Retention) shall apply.
- 11.4. Your Obligations
- 11.4.1. You shall provide the necessary information and instructions to the Company, and shall respond to and comply with all reasonable requests of the Company, to enable the Company to carry out its obligations and comply with the Data Protection Laws.

11.4.2. You shall comply with the Data Protection Laws in your role as Data Controller and confirm that all Personal Data provided by you for Processing has been collected in accordance with the Data Protection Laws and that the necessary consents have been obtained for the Company to carry out its Processing obligations under this Contract.

11.5. The Company's Obligations

11.5.1. the Company shall, in respect of the activities which are the subject of the Contract, comply with the requirements of the Data Protection Laws as in force at the time. Notwithstanding any other provision to the contrary, the Company shall not be bound by any provision in this Contract with respect to Personal Data which goes beyond the requirements of the Data Protection Laws in force at the time, and for the avoidance of doubt, breach of any such provision shall not be a breach of this Contract.

11.5.2. The Company shall not knowingly do anything or permit anything to be done which might lead to a breach by you of the Data Protection Laws.

11.5.3. Nothing in this Contract relieves the Company of its own obligations under GDPR.

11.5.4. The Company may only process Data for the duration of this Contract, or for a data retention period you specify within the Service if less than that duration, and to the extent that the Data:

- relates to the types of Data you upload to the Service under your Account and the Data you may request from others in the course of using the Service;
- concerns the categories of Data Subject you include in the documents uploaded or saved, and to whom you send documents and information to, in the course of using the Service; and
- has a nature and purpose bound for document approvals, electronic signature or document management or other purpose as part of your use of the Service.

11.5.5. The Company shall:

- process the Data only in accordance with this Contract or other written instructions from you, unless the Company is required to process the Data for other reasons under the laws of the European Union (or a member state of the European Union) to which the Company is subject. If the Company is required to process the Data for these other reasons, the Company shall inform you before carrying out the processing, unless

prohibited by relevant law;

- immediately inform you if it reasonably believes that your instructions infringe the Data Protection Laws;
- have in place, and maintain throughout the term of this Contract at all times in accordance with the then current good industry practice, all appropriate technical and organisational security measures against unauthorised or unlawful processing, use, access to or theft of the Data, and loss or destruction of or damage to the Data;
- ensure that all persons authorised by the Company to process Data are subject to a duty of confidence and;
- ensure that access to the Data is limited to:
- those Company personnel who need access to the Data to meet the Company's obligations under the Contract; and
- in the case of any access by any Company personnel, such part or parts of the Data as is strictly necessary for performance of that Company personnel's duties.

11.5.6. The Company shall provide such assistance as you require in order for you to:

- respond to requests relating to the Company's data processing from Data Subjects;
- ensure compliance with your obligations under the Data Protection Laws, including in relation to:
- the security of processing; and
- compliance with the preparation of any necessary data protection impact assessments and the undertaking of any necessary data protection consultations.

11.6. Transfers outside of the EEA

11.6.1. The Company shall not allow any Data to be processed or transferred to any country outside of the EEA unless:

11.6.2. it notifies you in writing that it intends to transfer any Data outside of the EEA;

11.6.3. you provide written consent to such transfer (which consent you may give or withhold in your absolute discretion); and

11.6.4. it provides in advance of a transfer evidence to your satisfaction of appropriate safeguards, as required by the Data Protection Laws.

11.7. Sub-processors

11.7.1. The Company uses the services of Amazon Web Services, Inc., cloudconvert.com (provided by LunaWeb GmbH) and ConvertAPI, UAB as sub-processors. CloudConvert and ConvertAPI applies only to the web application provided at the subdomain . In other contexts consent is sought before the use of CloudConvert. You may opt out of using CloudConvert or ConvertAPI by informing us in writing.

11.7.2. This Contract is your written authorisation for the Company to use any sub-processor to carry out its Service, provided that the Company shall inform you of any intended changes concerning the addition or replacement of sub-processors not less than 10 business days in advance of any such change, during which period you will have the opportunity to object.

11.7.3. Prior to allowing any sub-processor to process any Data, the Company shall enter into a written agreement with the sub-processor under which the sub-processor is subject to the terms required by Article 28.3 of the GDPR.

11.7.4. The Company may connect with other service-providers, such as payment processors, identity providers, storage providers and others. Use of these services will be optional and signalled to you, and their use is at your discretion; these are not sub-processors of the Company, but entities with which you will have a separate agreement.

11.8. Information provision and data protection audits

11.8.1. On request, the Company shall provide to you all information required by you to assess the Company's compliance the Data Protection Laws and, to the extent possible, all information necessary for you to demonstrate the your compliance with the Data Protection Laws. The Company will assist you in any audit or inspection conducted by you, or by another auditor mandated by you, in connection with such compliance.

11.9. Dealings with Supervisory Authorities

11.9.1. The Company shall promptly provide all assistance and information which is requested by any Supervisory Authority.

11.9.2. The Company shall immediately notify you of any request that it receives from any Supervisory Authority for assistance or information in relation to you, unless prohibited by relevant law.

11.10. Data Protection Records

11.10.1. The Company shall maintain records of processing activities carried out on your behalf ("Data Protection Records"), including:

- where applicable, the name and contact details of the Data Protection Officer or representative based in the European Union of the Company and of any sub-processors;
- the different types of processing being carried out (if applicable); and
- any transfers of Data outside of the EEA including the identification of the relevant country or international organisation and any documentation required to demonstrate suitable safeguards.

11.10.2. The Data Protection Records shall be in electronic form.

11.10.3. The Company shall provide relevant Data Protection Records to you promptly on request.

11.11. Data Subjects

11.11.1. On request, the Company shall take all necessary actions and provide you with all reasonable assistance necessary for you to comply with the your obligations under the Data Protection Laws in relation to:

- the provision of information to Data Subjects;
- the rectification of inaccurate Data in relation to a Data Subject;
- the erasure of a Data Subject's Data;
- the retrieval and transfer of the Data of a Data Subject; and
- allowing Data Subjects to exercise their rights under the GDPR.

11.12. Data breaches

11.12.1. The Company shall notify you without undue delay after becoming aware of any accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, your Data (a "Security Incident").

11.12.2. The Company without undue delay take reasonable steps to mitigate the effects and minimise any damage relating from the Security Incident.

11.12.3. The Company shall investigate any Security Incident in the most expedient time possible and shall then provide you, as soon as possible thereafter, with a detailed description of the Security Incident including at least:

- the nature of the personal data breach if possible, the categories and approximate number of data subjects and records concerned;
- the name and contact details of a contact point at the Company where more information can be sought; and
- a description of the measures taken as described in 11.12.4.

11.12.4. The Company shall take all steps necessary to prevent a repeat of any Security Incident and shall consult with and agree those steps with you unless immediate steps need to be taken and it is impractical to consult you in that respect.

12. Data Retention

12.1. Content is retained while you are a customer of the Company (set to 99 years by default). The Service provides controls to you to assign shorter retention periods to categories of Content using controls within the Service.

(12.1. was altered on the 8th August 2023. Previous term: 12.1. Content is retained for seven years by default. The Service provides controls to you to assign shorter retention periods to items of Content using the controls within the Service. Unless otherwise agreed with you, the Company will delete Content after seven years, or at the end of any shorter retention period assigned by you. Any item retained at your request for longer than seven years will incur additional charges.)

12.2. The Service provides controls for you to retrieve or delete Content that may contain Personal Data at any time. The Company will delete that data when requested by you by using the Service controls provided for this purpose.

- 12.3. Content will not be deleted if relevant local law, to which Company is subject, requires that Content be retained.

13. Use of Legalesign Application Programming Interface (API)

- 13.1. The API is comprised of URLs that perform certain functions of the Service. The functionality of our API is available to your end users for their personal use only and in accordance with the documentation at <https://legalesign.com/articles/app1/esignature-api/api-documentation/>. Your use of our API is always subject to the following terms.
- 13.2. Registration is personal to you and your Account.
- 13.3. An API key will be provided for your Account. API keys are non-transferable. A separate API key is needed for each Account through which you wish to access the Service.
- 13.4. You will initially be entered in a mode that will limit the number of recipients that can receive documents to sign. You will need to contact us again to be moved into production mode and remove this restriction.
- 13.5. You must not share your API key with any third party.
- 13.6. You may access the Service only by using the API key registered to your Account.
- 13.7. Your access to the Service will be limited to either the maximum number of requests, or a maximum limit of document activity, over an agreed time period either according to the price plan the Account has paid for, or by separate agreement with us.
- 13.8. For the purposes of the paragraph immediately above, a "request" means a set of data that you (you being any request that includes your API key authorisation) sends to one of the URLs that comprise the API Service and that is recorded by our Service.
- 13.9. You may make the Service available to users of your Account strictly for API administrative use only, unless you have a paid service incorporating additional usage.
- 13.10. You may not make or give any representations, warranties or other promises in respect of the Service.
- 13.11. You are solely responsible for ensuring that the Service is appropriate and lawful for your purposes, including taking regard of the location and content terms.

- 13.12. You are solely responsible for imposing and enforcing appropriate terms in respect of the Service on your end users.
- 13.13. You may attach third party advertising to your API client without accounting to us for any share in the revenue generated by such advertising, provided that:
- 13.13.1. you do not sell advertising space that directly attaches to, or using the goodwill associated with Legalesign;
 - 13.13.2. you do not associate Legalesign, directly or indirectly, with advertisements or advertisers that could be regarded by us as illegal or discriminatory; and
 - 13.13.3. you comply with any additional restrictions that we may introduce from time to time as part of these Terms.
- 13.14. You shall not sublicense an API for use by a third party. Consequently you shall not create an API Client that functions substantially the same as the API and offer it for use by third parties.
- 13.15. You shall not interfere with or disrupt the API or the servers or networks providing the API.
- 13.16. You shall not use the API or any aspect of our relationship with you in a manner that could, in our reasonable opinion, cause harm to our goodwill, conflict with our values or which could cause our brand to be brought into disrepute.

14. Rights in the Service

- 14.1. You acknowledge and agree that the Services and any necessary software used in connection with the Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorised by the Company you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service, in whole or in part.
- 14.2. The Company grants you a non-transferable and non-exclusive right and licence to use the Service, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sub-licence, grant a security interest in or otherwise transfer any right in the Software. The foregoing is subject to applicable statute and other express law. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the

purpose of obtaining unauthorised access to the Service. You agree not to access the Service by any means other than through the interface that is provided by the Company for use in accessing the Service.

14.3. The Company does not acquire ownership in your API clients.

14.4. Nothing in the Terms shall operate to transfer to you or create for your benefit any interest (including but not limited to goodwill) in the Service, our branding or other logos and trade marks included in the Service, which shall remain at all times our property.

15. Indemnity

15.1. You shall defend, indemnify and hold harmless the Company and its respective employees, officers and Directors against any third-party claim (including without limitation court costs and reasonable legal fees) arising out of or in connection with your Content or use of the Service, provided that:

15.1.1. you are given prompt notice of any such claim;

15.1.2. the Company provides reasonable co-operation to you in the defence and settlement of such claim, at your expense; and

15.1.3. you are given sole authority to defend or settle the claim.

15.2. The Company shall defend you and any officers or employees against any third-party claim that the Service infringes or misappropriates that third-party's intellectual property rights, and will pay the amount of any final judgement or settlement, provided that:

15.2.1. the Company is given prompt notice of any such claim;

15.2.2. you provide reasonable co-operation to the Company in the defence and settlement of such claim, at Company's expense; and

15.2.3. the Company is given sole authority to defend or settle the claim.

15.3. In the defence or settlement of any claim, the Company may procure the right for you to continue using the Service, replace or modify the Service so that it becomes non-infringing or, if such remedies are not reasonably available, terminate the Contract on two business days notice to you without any additional liability or obligation to pay

liquidated damages or other additional costs to you.

15.4. In no event shall the Company, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:

15.5. a modification of the Services or Documentation by anyone other than the Company; or

15.6. your use of the Services or Documentation in a manner contrary to the instructions given to you by the Company; or

15.7. your use of the Services or Documentation after notice of the alleged or actual infringement from the Company or any appropriate authority.

15.8. This section and section 16 (Liability) below state your sole and exclusive rights and remedies, and the Company's entire obligations and liability, for any third-party claim that their intellectual property rights have been infringed or misappropriated.

16. Liability

16.1. This section sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to you in respect of:

16.1.1. any breach of the Contract however arising;

16.1.2. any use made by you of the Services; and

16.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

16.2. Except as expressly and specifically provided in the Contract:

16.2.1. you assume sole responsibility for results obtained from the use of the Services and the Documentation by you, and for conclusions drawn from such use. The Company shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Company by you in connection with the Services, or any actions taken by the Company at your direction;

16.2.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted

by applicable law, excluded from the Contract; and

16.2.3. the Services and the Documentation are provided to you on an "as is" basis.

16.3. Nothing in these Terms seeks to exclude the Company's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

16.4. Subject to the terms of the previous paragraph, in no event shall the Company be liable for any loss of business, loss of profit, loss or corruption of data or for any indirect or consequential loss, and the Company's total aggregate liability arising under the Contract or otherwise relating to the Service shall be limited to 100% of the price paid for the Service.

17. General

17.1. If the Company chooses to waive any particular right it has under the Contract on any particular occasion this does not prevent it from exercising that right on another occasion.

17.2. Parts of the Service will be powered by, hosted or otherwise managed by third parties. Such third parties may impose their terms of use on you in respect of the area they control. In the event of a conflict between these Terms and those of any third party, these terms shall prevail to the extent that such conflict concerns the Service.

17.3. Your use of the Service will be kept confidential by the Company (except as necessary to comply with the law), unless you consent otherwise.

17.4. If any part of the Contract is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the Contract.

17.5. You shall not make any statement regarding your use of the Service which suggests partnership with, sponsorship by or endorsement by us without our written approval.

17.6. You shall not syndicate or otherwise charge a fee for access to the Service.

17.7. You shall follow the instructions contained in any legal or other notice that the Company sends you in respect of the Service. Unless a different period is specified on the face of any notice, you must comply with the instructions within 24 hours of our sending such notice.

- 17.8. You shall keep confidential the existence and content of any legal notice sent to you by us (in accordance with the terms stated on the face of such notice).
- 17.9. You shall inform us in writing as soon as possible if you receive any complaint or claim by a third party in relation to the Service.
- 17.10. You shall not promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
- 17.11. Our communications to you may contain confidential information (including developer credentials). If you receive any materials or communications that are clearly confidential or marked confidential, then you shall not disclose the confidential information to any third party without our prior written consent.
- 17.12. If your details change following registration you shall inform us immediately by contacting us using the form on <https://legalesign.com/contact>, calling us using the telephone number on the same website or submitting a support ticket at <https://support.legalesign.com/>
- 17.13. The Company shall have no liability to you under the Contract if it is prevented from or delayed in performing our obligations under the Contract, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that you are notified subsequent to such an event with an estimate of its expected duration.
- 17.14. You shall not transfer or assign your rights and obligations under the Contract to anyone else without the Company's prior written permission.
- 17.15. Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name of or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability or the exercise of any right or power).
- 17.16. All notices required or permitted under the Contract shall be in writing. Any notice shall be deemed to have been duly received:
- 17.16.1. if delivered personally, when left at the address;

- 17.16.2. if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; or
- 17.16.3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 17.17. Notices relating to the Contract shall be sent to the primary corporate addresses set forth in the Contract or to such other address as you or the Company may notify the other party in writing.
- 17.18. Unless this clause is explicitly varied by written agreement between you and the Company, this Contract, including these Terms, constitutes the complete and exclusive understanding and agreement between you and the Company regarding its subject matter and supersedes all prior or other agreements or understandings, written or oral, relating to its subject matter. Each party acknowledges that, in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to the Contract or not) other than as expressly set out in the Contract.
- 17.19. If there are any disputes arising out of use of the Service or relating to the Contract then these shall be governed by the laws of England. If either party requires to raise court proceedings in relation to any such dispute then the courts of Scotland or England shall have exclusive jurisdiction under the Contract in relation to those proceedings.