Terms and Conditions

INTRODUCTION

Welcome to eSignatures.io, a web service that enables users to create and sign documentation online. These Terms and Conditions ("Agreement") form a legally binding contract between you, as a user of eSignatures.io ("User"), and Galamian Pty Ltd ("Company"), the provider of eSignatures.io. By using eSignatures.io, you agree to accept and be bound by the terms of this Agreement, including any updates or modifications that may be made from time to time.

IMPORTANT TERMS

A.   KEY TERMS

A.1.   The following terms are used regularly throughout this Agreement and have a particular meaning:

    (a)   **Account** means a registered User account within eSignatures.io

    (b)   **Company** means Galamian Pty Ltd

    (c)   **Content** means all information, data, text, or other matter of any kind entered into eSignatures.io by a Customer.

    (d)   **Customer** means the person or entity that holds a Customer Account.

    (e)   **Customer Services** means the services listed in item B.2(b).

    (f)   **Document** means a document created by a Customer within eSignatures.io, and includes a Final Document where implied by context.

    (g)   **Fee** means a fee payable to the Company for access to or use of eSignatures.io

    (h)   **Final Document** means a Document that has been signed by all Signatories using eSignatures.io

    (i)   **eSignatures.io** means the Company's suite of tools, templates, applications and services, known together as "eSignatures.io", licensed to the Customer under this Agreement.

    (j)   **Privacy Policy** means the Company's privacy policy as updated from time-to-time, accessible at https://esignatures.io

    (k)   **Services** has the meaning described in item B.2 of the Important Terms.

    (l)   **Signatory** means a User that uses the Signatory Services.

    (m)   **Signatory Services** means the service of viewing or signing a Document.

    (n)   **Site** means the website found at http://esignatures.io

    (o)   **User** is the collective term used to refer to a Customer or Signatory, as the use of the term in its context implies.

B.   AGREEMENT

B.1.   This Agreement governs the use of eSignatures.io by any User and limits the liability of the Company to any User. This Agreement has specific terms of use (in addition to the General Conditions) that apply to each User.

B.2.   eSignatures.io allows:

(a)   Users to register a Customer Account;

(b)   Customers to:

i.   Create documents;

ii.   Customise Documents using the tools and features of eSignatures.io;

iii.   Upload other documents for electronic signature;

iv.   Take advantage of such other documents templates, tools and features made available via eSignatures.io from time-to-time;

(**Customer Services**); and

(c)   Customers and Signatories to view and electronically sign a Document (**Signing Services**).

Together referred to as the services (**Services**).

B.3.   eSignatures.io is available through the URL http://esignatures.io (or other domain as used by the Company from time-to-time).

B.4.   In addition to any other express or implied consents, by using eSignatures.io the User accepts and agrees to the terms of:

(a)   This Agreement; and

(b)   The Privacy Policy.

C.   USING ESIGNATURES.IO

C.1.   To access the Services, each User must:

(a)   Register with eSignatures.io as Customer with a valid email address to use the Customer Services; or

(b)   Accept the User Terms and Conditions when following a link sent by eSignatures.io to the Signatory, on behalf of the Customer.

C.2.   Each User uses eSignatures.io at its own risk. The Company's liability to a User is limited to the provision of the Services, and the Company accepts no responsibility for:

(a)   Any Document;

(b)   A Signatory's access to or use of a Document.

C.3.   The Company makes no warranty as to the legality of any Document created using the Services. Each User, each business is responsible for seeking independent legal advice regarding a Document prior to signing it, and ensuring that the service is suitable for their purposes.

C.4. The Company does not provide legal advice with respect to any Document or template. Each User is responsible for seeking independent legal advice regarding a Document prior to signing it, and ensuring that it is suitable for their purposes.

C.5. The Company may provide instructional documentation on the Site and within eSignatures.io to assist Users with eSignatures.io. This documentation shall be updated from time-to-time without notice.

C.6. (European Union) Please note that this service is not offered to individuals within the European Union (EU). By using this service, you confirm that you are a business entity and not an individual consumer within the EU.

C.7. **eSignatures.io**

(a) eSignatures.io is accessible to each Customer via login from the Site.

(b) eSignatures.io is accessible to each Signatory that is not the Customer by following the unique link provided to the Signatory via email or via other communication channels.

(c) eSignatures.io:

i. Contains the Content that the Customer enters into eSignatures.io in order to create or amend a Document; and

ii. Provides each Customer with Account management tools.

(d) For the identification process, eSignatures.io, by default, verifies signers through secure links sent via emails or SMS messages. Specific features within the service also allow Customers to bypass these default identification methods. If such features are utilized, it is the responsibility of the Customer to ensure compliance with all applicable legal requirements regarding the identification of Signatories. This includes taking necessary measures to authenticate the identity of the Signatories and maintaining records that meet legal standards.

(e) Each Document is deployed from eSignatures.io

(f) The Customer that creates a Document is responsible for the terms of that Document.

(g) The Signatory must advise the relevant Customer in order to amend or correct the Document if a Signatory:

i. Believes that the Document does not represent the terms that it negotiated with the Customer;

ii. Finds an error or inaccuracy in the Document; or

iii. Finds any other issue with a Document,.

(h) The Company shall not be responsible to any User for the terms or Content contained (or referred to) in a Document.

(i) If a dispute arises between Users relative to a Document, the dispute must be dealt with strictly between those Users. Under no circumstance will the Company perform a dispute resolution service between Users.

C.8. **Forming Legal Agreements**

(a) In order to create a Document that is capable of forming a legal agreement the Customer must enter into eSignatures.io:

    i. The contact details of each Signatory to a Document as required by eSignatures.io; and

    ii. Any such other Content necessary to correctly describe the terms of the agreement.

(b) In order to form a legally binding agreement generally requires each Signatory to:

    i. Follow a link sent from eSignatures.io to their email, to their mobile, or presented on the Customer's web page in an embedded format.

    ii. Go through the identification process.

    iii. Accept the terms of the Document within eSignatures.io;

    iv. Accept this Agreement.

(c) While a Final Document may be used as evidence that a binding agreement has been formed between all the Signatories that signed it, the Company makes no warranty or representation that:

    i. The email address or mobile telephone number of a Signatory used to sign a Document actually belongs to the person purported to be bound by the Document;

    ii. The Content of the Document is accurate;

    iii. The Document is binding, legally enforceable or fit-for-purpose.

    iv. Any web-link reference in the Document is binding, legally enforceable or fit-for-purpose.

(d) The "Auto Sign" option is available to users of the eSignatures.io for their convenience, however, it can only be used in accordance with the following conditions:

    i. The signer must have given explicit consent to the use of the "Auto Sign" option for the specific contract prior to its use.

    ii. The signer must have reviewed and agreed to the terms and conditions of the contract before giving consent to the use of the "Auto Sign" option.

    iii. The signer must have verified their identity through a secure authentication process prior to giving consent to the use of the "Auto Sign" option.

    iv. The signer understands that the use of the "Auto Sign" option is legally binding.

C.9. Dependencies

(a) The User agrees and acknowledges that:

    i. eSignatures.io has third party dependencies which may affect its availability, including (without limitation) infrastructure providers; and

      ii.   The Company has no means of controlling the availability of such dependencies, although each of those services has a robust operating standard suitable for commercial dependency.

C.10.   Use of Client's Phone Number for Text Messages

(a)   This Disclosure outlines the responsibilities of the Client when the Service Provider utilizes the Client's mobile number to send text messages to signers through the eSign SaaS service.

(b)   **Acknowledgement of Responsibility**: By continuing to use eSignatures.io service, the Client acknowledges and accepts responsibility for the chain of custody when the Service Provider uses the Client's phone number to send text messages containing confidential or sensitive information to Signers. The Client understands that this disclosure is intended to inform them of the potential risks associated with the use of their phone number for sending text messages.

(c)   **Chain of Custody**: The Client acknowledges that when text messages are sent using their phone number, the confidential or sensitive information contained in those messages becomes accessible to the Client. This may result in the Client having access to the secret information, potentially compromising the security and confidentiality of the messages. The Client assumes full responsibility for safeguarding and maintaining the confidentiality of such information.

(d)   **Alternative Methods**: The Client understands that eSignatures.io offers alternative methods to send text messages to signers without utilizing the Client's phone number. By opting for such alternative methods, the Client can ensure the confidentiality of the messages without exposing the secret information to the Client. It is the Client's responsibility to review the available options and select the most suitable method for their specific needs.

(e)   **Indemnification**: The Client agrees to indemnify and hold eSignatures.io harmless from any claims, liabilities, damages, losses, or expenses incurred as a result of the Client's breach of their responsibility regarding the chain of custody when using their phone number for text message transmission. This includes, but is not limited to, any unauthorized access, disclosure, or use of the confidential or sensitive information due to the Client's actions or omissions.

D.   PAYING FOR ESIGNATURES.IO

D.1.   Fees.

(a)   The Fees for using eSignatures.io shall be as advertised on the Site.

(b)   The Company may update the Fees and any features associated with a Fee from time-to-time by updating them on the Site.

(c)   Any change to Fees will come into effect either:

    i.   From at the beginning of the Customers next billing cycle following a 10 Business Day notice period; or

    ii.   On the next purchase of a single use licence.

(d)   The Company reserves the right to charge additional fees for ad hoc requests or services that are not included in the standard pricing plan. These additional fees may include, but are not limited to:

    i.   Expedited review and approval of documents

ii. Rush or priority processing of data

iii. Custom programming or integration requests

iv. Specialized or expert-level customer support

D.2. **GST.**

GST is applicable to any Fees charged by the Company to the User when required. Unless expressed otherwise, all Fees shall be deemed inclusive of GST, when required. The Company will provide the Customer with a Tax Invoice for all payments.

D.3. **Refunds.**

Refunds will only be provided in cases mandated by law. If a refund is granted, a minimum fee of $15 will be deducted. All refund requests must be submitted within 30 days of payment and are subject to review and approval by our team.

E. TERMINATION & SUSPENSION

E.1. Either party may end this Agreement at any time by written notice in accordance with these Terms.

E.2. The Company may suspend the Customer's account should any Fees be outstanding to the Company at any time.

E.3. The Customer agrees that the Company shall not be liable in any way for any valid termination or suspension of the Customer's access to eSignatures.io.

F. CUSTOMER TERMS

F.1. The Customer agrees and accepts that:

(a) The Company may change the Services associated with the Customer Account. If the Customer is not satisfied with the proposed change to the Services, the Customer may terminate its subscription.

(b) The Customer indemnifies the Company, and will hold the Company harmless for any claim that arises from any Document that the Customer creates.

(c) The User agrees that the Company shall not be responsible or liable in any way for:

i. Interruptions to the availability of eSignatures.io in the event of (a);

ii. Loss of Content in the event of (b).

G. SIGNATORY TERMS

G.1. Each Signatory agrees and accepts that:

(a) The Signatory accesses eSignatures.io and views Documents at its own risk.

(b) The Company will make reasonable efforts to ensure ongoing access to eSignatures.io, but holds no duty of care to a Signatory to ensure such access.

(c)   The Company makes no warranty or representation as to the quality, safety or fitness for purpose of any property or chattel described in a Document.

(d)   The Company is not liable for any harm or loss suffered by a Signatory as a result of using eSignatures.io or visiting the Site, including accessing a Document or relying on information contained in a Document, unless such harm or loss is directly caused by the Company's gross negligence or willful misconduct.

(e)   If a Signatory suffers loss or harm as a result of visiting the Site or using eSignatures.io, the Signatory agrees that:

   i.   i. The Signatory shall have no recourse against the Company, except to the extent the harm or loss is directly caused by the Company's gross negligence or willful misconduct; and

   ii.   The relevant Customer that created the Document remains responsible for any harm or loss caused by the Document.

G.2.   The Signatory acknowledges and agrees that:

(a)   The Company is not a party to any transaction or agreement underlying a Document;

(b)   The Company does not endorse, support, or guarantee the accuracy, completeness, or legality of any Content of a Document; and

(c)   Any dispute or claim arising from or related to a Document shall be solely between the Signatory and the Customer that created the Document, and not involve the Company under any circumstances.

G.3.   The Signatory is responsible for obtaining independent legal advice relative to a Document prior to signing, and for ensuring that the Document is suitable for the Signatory's intended purposes. The Signatory acknowledges that the Company is not providing legal advice or acting as a legal representative in connection with the Services.

G.4.   The Signatory acknowledges that electronic signatures on a Document constitutes the Signatory's legally binding agreement to the terms of the Document.

G.5.   The Signatory represents and warrants that:

(a)   The Signatory has the legal capacity and authority to enter into a binding agreement with respect to each Document the Signatory signs;

(b)   The Signatory will not use eSignatures.io or the Services for any unlawful or fraudulent purpose; and

(c)   The Signatory's use of eSignatures.io and the Services will not infringe any third-party rights, including intellectual property rights.

G.6.   The Signatory agrees to indemnify, defend, and hold harmless the Company and its affiliates, officers, directors, employees, agents, and contractors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to the Signatory's use of eSignatures.io or the Services, any Document the Signatory signs, or any breach by the Signatory of these Terms.

G.7.   These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is incorporated, without giving effect to any principles of conflicts of law. The Signatory agrees that any legal action or proceeding arising out

of or related to these Terms or the Services shall be brought exclusively in the courts of such jurisdiction, and waives any objection to such jurisdiction and venue.

G.8. These Terms constitute the entire agreement between the Signatory and the Company with respect to the Services, and supersede all prior or contemporaneous communications.

GENERAL CONDITIONS

1. INTERPRETATION

1.1. The following definitions apply in this document:

(a) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne, Australia.

(b) **Commencement Date** means the date set out in this Agreement.

(c) **Confidential Information** means all information (whether or not it is described as confidential) in any form or medium concerning any past, present or future business, operations or affairs of either party, including, without limitation:

    i. all technical or non-technical data, formulae, patterns, programs, devices, methods, techniques, plans, drawings, models and processes, source and object code, software and computer records;

    ii. all business and marketing plans and projections, details of agreements and arrangements with third parties, and User and supplier information and lists;

    iii. all financial information, pricing schedules and structures, product margins, remuneration details and investment outlays;

    iv. all information concerning any employee, User, contractor, supplier or agent of the relevant party;

    v. the party's policies and procedures; and

    vi. all information contained in this document,

but excludes information that the other party can establish:

    vii. is known by or is in the other party's possession or control other than through a breach of this document and is not subject to any obligation of confidence; or

    viii. is in the public domain other than by a breach of this document or any obligations of confidence.

(d) **Corporations Act** means the *Corporations Act* 2001 (Cth).

(e) **Force Majeure** means an event or cause beyond the reasonable control of the party claiming force majeure. It includes each of the following, to the extent it is beyond the reasonable control of that party:

    i. Act of God, lightning, storm, flood, fire, earthquake or explosion cyclone, tidal wave, landslide, adverse weather conditions;

    ii. Act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic;

    iii. The effect of any change in applicable laws, orders, rules or regulations of any government or other competent authority; and

    iv. Embargo, inability to obtain necessary materials, equipment or facilities, or power or water shortage.

(f) **General Conditions** means the terms and conditions set out in the section of this Agreement entitled "General Conditions".

(g) **Intellectual Property** means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property;

(h) **Intellectual Property Rights** means, for the duration of the rights in any part of the world, any Moral Rights, industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property, applications for the registration of any Intellectual Property and any improvements, enhancements or modifications to any Intellectual Property registrations.

(i) **Important Terms** means this Agreement's details and variables set out in the section of this Agreement entitled "Important Terms".

(j) **Special Conditions** means the terms and conditions set out in the section of this agreement entitled "Special Conditions".

(k) **User Data** means all information, Content, data and other such materials that the User enters into or uploads to eSignatures.io.

1.2. Headings are only for convenience and do not affect interpretation. The following rules apply unless the context requires otherwise:

(a) The singular includes the plural and the opposite also applies.

(b) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

(c) A reference to a clause refers to clauses in this Agreement.

(d) A reference to legislation is to that legislation as amended, reenacted or replaced, and includes any subordinate legislation issued under it.

(e) Mentioning anything after *includes*, *including*, or similar expressions, does not limit anything else that might be included.

(f) A reference to a *party* to this Agreement or another agreement or document includes that party's successors and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).

(g) A reference to a *person*, *corporation*, *trust*, *partnership*, *unincorporated body* or other entity includes any of them.

(h) A reference to *information* is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

2. APPLICATION OF THIS AGREEMENT

1. This Agreement applies to use of and access to eSignatures.io

2.2. Where the User does not accept or can no longer comply with the terms and conditions of this Agreement, the User must immediately cease using eSignatures.io

2.3.   This Agreement may be updated by the Company at its absolute discretion from time-to-time, and unless stated otherwise by the Company in writing, such updates shall come into effect 1 month following the update.

3.   SOLUTION

1.   The User agrees and accepts that eSignatures.io is:

   (a)   Hosted by the Company using a secure third-party hosting services and shall only be installed, accessed and maintained by the Company;

   1.b)   Accessed by the User using the internet or other connection to the servers hosting eSignatures.io and is not available 'locally' from the User's systems; and

   1.c)   Managed and supported exclusively by the Company from the Company's third party hosting services and that no 'back-end' access to eSignatures.io is available to the User unless expressly agreed in writing.

2.   As a hosted and managed service, the Company reserves the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter eSignatures.io

3.   The Company shall not exercise its rights under clause 3.2 in a manner that would intentionally cause the User to lose access to User Data or fundamentally decrease the utility of eSignatures.io to the User, other than in accordance with the terms of this Agreement.

4.   LICENCE

1.   By accepting the terms and conditions of this Agreement, the User is granted a limited, non-exclusive and revocable licence to access and use eSignatures.io for the duration of this Agreement, in accordance with the terms and conditions of this Agreement.

4.2.   The Company may revoke or suspend the User's licence(s) in its absolute discretion for any reason that it sees fit, including for breach of the terms and conditions in this Agreement by the User or any of its users. The Company will ordinarily advise the User of any suspension or revocation however it is under no obligation to do so.

5.   USE

1.   The User agrees that it shall only use eSignatures.io for legal purposes and shall not use it to engage any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by the Company in its discretion.

2.   By using our service, you agree to be bound by these terms and conditions, as well as any future revisions or updates to them.

6.   AUTHORISED USERS

1.   The Customer shall authorise users to access eSignatures.io in its absolute discretion. The Customer agrees that additional Fees may be payable for each additional user it authorises.

6.2.   The Company accepts no liability for access to User Content by users authorised by the User or using login details of users authorised by the User.

6.3. The User is solely responsible for the security of its username and password for access to eSignatures.io

6.4. The User is responsible for ensuring that users comply with this Agreement in full and are liable for any breach of them.

7. USER DATA

7.1. The Company obtains no right, title or interest in User Data including any Intellectual Property found within it.

7.2. The Company accepts no liability for the content of User Data.

7.3. The User is responsible for the accuracy, quality and legality of User Data and the User's acquisition of it, and the users that create, access and/or use User Data.

7.4. Despite clause 7.1, the Company shall be authorised to permanently delete User Data where outstanding Fees remain unpaid in accordance the Important Terms.

7.5. The Company shall not access, use, modify or otherwise deal with User Data except:

(a) Where required by compulsion of law;

(b) In accordance with a provision of this Agreement; or

(c) Upon the User's authority

8. HIPAA COMPLIANCE

8.1. Our product is designed to comply with the Health Insurance Portability and Accountability Act (HIPAA) regulations, ensuring the security and privacy of your data.

8.2. HIPAA Compliance Requirement

(a) To maintain HIPAA compliance, you must enable the "HIPAA Stack Required" setting within the product. This setting is available on the Settings page and must be activated to implement the necessary security measures and protocols for safeguarding Protected Health Information (PHI).

(b) The User is responsible for enabling the "HIPAA Stack Required" setting to ensure HIPAA compliance. Failure to activate this setting will result in the product not being compliant with HIPAA regulations.

(c) Non-Compliance Consequences: We are not liable for any non-compliance issues arising from the failure to enable the "HIPAA Stack Required" setting or from improper use of the product.

9. PRIVACY

1. The Company makes no warranty as to the suitability of eSignatures.io in regards to the User's privacy obligations at law or contract, and it is the User's responsibility to determine whether eSignatures.io is appropriate for the User's circumstances.

10. INVOICING & PAYMENTS

10.1. The Company shall issue the User a Tax Invoice for all Fees.

10.2. The terms of payment set out in the Important Terms shall apply.

10.3. Should the User dispute a Tax Invoice, the User must notify the Company of the disputed item within 5 Business Days of the date of the Tax Invoice. The User must pay the amount of the Tax Invoice not in dispute within the prescribed payment period.

10.4. Overdue Tax Invoices shall accrue interest at the rate of 1.5% per month, or in default, the maximum rate of penalty interest prescribed under law.

10.5. The Company may utilize a third-party payment processor for processing payments ("Payment Processor"). By using our services, you acknowledge and agree that the Payment Processor may retain certain limited credit card information for the sole purpose of facilitating and verifying customer identification, customer service inquiries, or fraud prevention. The Payment Processor shall adhere to all applicable laws and regulations regarding data security and privacy. Customers who object to the Payment Processor's retention of their redacted credit card information for identification purposes may contact the Payment Processor directly to request its removal.

11.   DATA

1.   Security. The Company takes the security of eSignatures.io and the privacy of its Users very seriously. The User agrees that the User shall not do anything to prejudice the security or privacy of the Company's systems or the information on them.

11.2.   Transmission. The Company shall do all things reasonable to ensure that the transmission of data occurs according to accepted industry standards. It is up to the User to ensure that any transmission standards meet the User's operating and legal requirements.

11.3.   Storage. Data that is stored with the Company shall be stored according to regulations and accepted industry standards.

11.4.   Retention. The Company follows a contract retention policy where paid contracts are retained for a minimum of three years, and test contracts, which are not paid, are retained for a maximum of two months. After three years, the data contained in paid contracts may be discarded by the Company, with or without explicit request from the client.

11.5.   Backup. The Company shall perform backups of its entire systems in as reasonable manner at such times and intervals as is reasonable for its business purposes. The Company does not warrant that it is able to backup or recover specific User Data from any period of time unless so stated in writing by the Company.

12.   ACCESS

1.   Solution. By accepting the terms of this Agreement the User agrees that the Company shall provide access to eSignatures.io to the best of its abilities, however it accepts no responsibility for ongoing access to eSignatures.io

2.   Lost account. The Company has a responsibility to safeguard the confidential business and personal information of its clients.

    1. If a client loses access to their account, the Company cannot grant access without obtaining confirmation from an independent legal practitioner. To cover the operational and legal costs associated with account recovery, the Company may ask the client to deposit $5000. Any excess amount over the actual fees and costs incurred may or may not be reimbursed by the Company.

2. Alternatively, the Company may identify the client based on previously submitted credit card information if sufficient information is provided by the client. In this case, the Company may charge a one-time fee of $200 for the account recovery process.

13. INTELLECTUAL PROPERTY

13.1. Trademarks. The Company has moral & registered rights in its trademarks and the User shall not copy, alter, use or otherwise deal in the marks without the prior written consent of the Company.

2. Proprietary Information. eSignatures.io may use software and other proprietary systems and Intellectual Property for which the Company has appropriate authority to use, and the User agrees that such is protected by copyright, trademarks, patents, proprietary rights and other laws, both domestically and internationally. The User warrants that it shall not infringe on any third-party rights through the use of eSignatures.io.

3. Solution. The User agrees and accepts that eSignatures.io is the Intellectual Property of the Company and the User further warrants that by using eSignatures.io the User will not:

3.a) Copy eSignatures.io or the services that it provides for the User's own commercial purposes; and

3.b) Directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in eSignatures.io or any documentation associated with it.

4. Content. All content (with the exception of User Data) remains the Intellectual Property of the Company, including (without limitation) any source code, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to eSignatures.io

14. CONFIDENTIALITY

14.1. The information and classes of information set out in the Particulars are Confidential Information for the purposes of this Agreement. In default, information relating to the business operations, personal information and other information that should be confidential is Confidential Information.

14.2. Each party acknowledges and agrees that:

(a) The Confidential Information is secret, confidential and valuable to the disclosing party (**Discloser**);

(b) It owes an obligation of confidence to the Discloser concerning the Confidential Information;

(c) It must not disclose the Confidential Information to a third party except as permitted in this Agreement;

(d) All Intellectual Property rights remain vested in the Discloser but disclosure of Confidential Information does not in any way transfer or assign any rights or interests in the Intellectual Property to the receiving party; and

(e) Any breach or threatened breach by the receiving party of an obligation under this Agreement may cause the Discloser immediate and irreparable harm for

which damages alone may not be an adequate remedy. Consequently the Discloser has the right, in addition to other remedies available at law or in equity, to seek injunctive relief against the receiving party (and its agents, assigns, employees, officers and directors, personally) or to compel specific performance of this clause.

14.3. A party must notify the Discloser in writing, giving full details known to it immediately, when it becomes aware of:

(a) Any actual, suspected, likely or threatened breach by it of any obligations it has in relation to the Confidential Information.

(b) Any actual, suspected, likely or threatened breach by any person of any obligation in relation to the Confidential Information; or

(c) Any actual, suspected, likely or threatened theft, loss, damage, or unauthorised access, use or disclosure of or to any Confidential Information.

14.4. The receiving party must promptly take all steps that the Discloser may reasonably require and must co-operate with any investigation, litigation or other action of the Discloser or of a related body corporate if there is:

(a) Any actual, suspected, likely or threatened breach of a term of this Agreement; or

(b) Any theft, loss, damage or unauthorised access, use or disclosure of or to any Confidential Information that is or was in its possession or control.

15. LIABILITY & INDEMNITY

1. The User agrees that it uses eSignatures.io at its own risk.

2. The User acknowledges that the Company is not responsible for the conduct or activities of any user and that the Company is not liable for such under any circumstances.

3. The User agrees to indemnify the Company for any loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with the User's use of eSignatures.io or conduct in connection with eSignatures.io, including any breach by the User of this Agreement.

4. In no circumstances will the Company be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the User's access to, or use of, or inability to use eSignatures.io, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not the Company knew or should have known of the possibility of such damage, to business interruption of any type, whether in tort, contract or otherwise.

16. DISPUTES

16.1. All disputes shall be handled in accordance with the Company's dispute resolution policy.

16.2. Where the Company does not have a relevant dispute resolution policy for a type of dispute, the following process shall apply:

(a) **Negotiation.** If there is a dispute between the parties relating to or arising out of this Agreement, then within 5 Business Days of a party notifying the other party of a dispute, senior representatives from each party must meet (or discuss directly via the telephone or internet) and use all reasonable endeavours acting in good faith to resolve the dispute by joint discussions;

(b) **Mediation.** If the dispute between the parties relating to or arising out of this Agreement is not resolved within five Business Days of notification of the dispute under Clause 15.1, the parties must agree to submit the dispute to mediation, administered by lawyers engaged in alternative dispute resolution;

(c) **Court proceedings.** A party may not commence court proceedings in relation to a dispute relating to or arising out of this Agreement until it has exhausted the procedures in this clause 15.2 unless the party seeks appropriate injunctive or other interlocutory relief to preserve property or rights or to avoid losses that are not compensable in damages.

16.3. Nothing in this clause 15 shall derogate from a parties responsibilities pursuant to clause 16.

17. BREACH

17.1. Where a party is in breach of this Agreement, the other party may issue a written notice (**Breach Notice**) requiring the party in breach that must set out:

(a) The nature of the breach;

(b) The provisions of the Agreement that are alleged to have been breached;

(c) A reasonable timeframe to remedy the breach in no less than 10 Business Days; and

(d) The action required to remedy the breach.

17.2. Where a party issues a compliant Breach Notice in accordance with clause 16.1, the receiving party shall be required to respond and/or remedy the breach as so set out in the Breach Notice. Failure to respond in writing setting out:

(a) The steps taken to remedy the breach; or

(b) Why the party believes it is not in breach as put forward in the Breach Notice,

Shall not in itself confirm the alleged breach but shall be in itself a breach of this Agreement.

17.3. Failure to remedy a breach set out in a Breach Notice shall be a material breach of this Agreement (**Material Breach**).

18. TERMINATION

18.1. **Breach.** Where a party is in Material Breach of this Agreement, the other party may terminate this Agreement by giving written notice of termination, which shall become effective 5 Business Days after the date of the notice.

19. FORCE MAJEURE

19.1. If a party is prevented in whole or in part from carrying out its obligations under this Agreement as a result of Force Majeure, it will promptly notify the other party accordingly. The notice must:

(a) Specify the obligations and the extent to which it cannot perform those obligations;

(b) Fully describe the event of Force Majeure;

(c) Estimate the time during which the Force Majeure will continue; and

(d) Specify the measures proposed to be adapted to remedy or abate the Force Majeure.

19.2. Following a notice of Force Majeure in accordance with clause 18.1 and while the Force Majeure continues, the obligations which cannot be performed because of the Force Majeure will be suspended, other than obligations to pay money that is due and payable.

19.3. The party that is prevented from carrying out its obligations under this Agreement as a result of Force Majeure must remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible.

19.4. The party that is prevented from carrying out its obligations under this Agreement as a result of Force Majeure must take all action reasonably practicable to mitigate any loss suffered by the other party as a result of the party's failure to carry out its obligations under this Agreement.

19.5. The term of this Agreement will not be extended by the period of Force Majeure.

20. CUSTOMER NOTIFICATION

20.1. Our company reserves the right to merge with, acquire, or be acquired by another business entity. In the event of such a transaction, we reserve the right to transfer or assign the information we have collected from our customers, including personal information, as part of such merger, acquisition, sale, or other change of control. In the event of a sale of assets or change of control, our customers' information may be included in the transferred assets, subject to the provisions of this Privacy Policy.

20.2. We may also transfer or assign the information we have collected from our customers in connection with a corporate reorganization, consolidation, or restructuring, or in the unlikely event of our bankruptcy, insolvency, or receivership.

20.3. In such an event, we will provide notice to our customers before their personal information is transferred or becomes subject to a different privacy policy. If you do not agree to the transfer or assignment of your information in such circumstances, you may opt-out of our services.

20.4. By using our services, you consent to the transfer or assignment of your information as described in this section.

21. GENERAL

21.1. **Prevalence.** Each party to this Agreement agrees to the clauses in the Important Terms and the Special Conditions. The Important Terms, any Special Conditions and the General Conditions form a single legal agreement. To the extent that the Important

Terms or the Special Conditions are inconsistent with the General Conditions, the terms of the Important Terms will prevail.   To the extent that the Special Conditions are inconsistent with the Important Terms, the Special Conditions will prevail.

21.2. **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.

21.3. **Relationship.** The relationship of the parties to this Agreement does not form a joint venture or partnership.

21.4. **Waiver.** No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.

21.5. **Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transaction facilitated by it.

21.6. **Severability.** Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.

21.7. **Translations.** If we have provided translations of these terms and conditions into other languages, they are provided for your convenience only and are not legally binding. In the event of any conflict or inconsistency between the English version of these terms and conditions and any translation provided, the English version shall prevail and be legally binding. By accepting these terms and conditions, you agree to waive any right to have these terms and conditions translated into any language other than English, and you agree to be bound by the English version of these terms and conditions regardless of the language in which you may have accessed our service.