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TERMS OF SERVICE

Last Modified January 1st, 2020

THESE TERMS AND SERVICES DESCRIBE THE LEGAL AGREEMENT BETWEEN YOU AND airSlate, Inc. ("COMPANY") WHICH GOVERN YOUR ACCESS TO AND USE OF THIS SITE AND OTHER COMPANY SITES (COLLECTIVELY, THE "SITES"), ANY RELATED SERVICES, CONTENT AND COMPANY PROVIDED APPLICATIONS INCLUDING INTEGRATIONS ("APPS"). BY USING THE SITES, REGISTERING FOR COMPANY'S SERVICES, OR DOWNLOADING OR USING THE APPS OR CONTENT, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SITE, SERVICES OR APPS. YOU MUST BE 13 YEARS OLD TO USE SITES, SERVICES APPS, OR CONTENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY.

1. SERVICES AND USER TYPES.

"Services" consist of online tools for accessing, managing and manipulating forms, documents, templates, communications thereof, and any data contained therein (collectively "Your Content"). Services may also include access to support and help resources ("Support Services") as well as to documents, forms, self-help instructions and templates provided by the Company ("Company Content") or a third party ("Third Party Content"). Your use of Services through the Sites and the Apps are based on the following user levels:

- "Visitor" – User who accesses the Sites but does not register
- "Registered User" – User who signs up for an account with the Company
- "Customer" – Visitor who purchases Company Content or one-time access to Services
- "Subscriber" – Registered User who purchases a subscription plan

The Company, at its sole discretion, will provide users access to certain Services at no cost ("Free Services"). If you are a Customer, then you will have access to additional Services for a one-time transaction. If you are a Registered User or Subscriber, you will have access to additional Services ("Subscription Services") based on the plan that you select ("Subscription Level") and time commitment ("Subscription Period"). Per the Sites' subscription plan descriptions, Company will limit your access to certain features,

volume and/or time based on the plan that you select. Any unused volume associated with a per-use Subscription Level will expire at the end of your Subscription Period and not carryover to subsequent Subscription Periods. Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice.

2. AGREEMENT INCLUDES ADDITIONAL DOCUMENTS.

“Agreement” means this Terms of Service, any sales order for Services signed by both parties, any addendum to terms signed by both parties signed by both parties, and the following additional agreements to the extent applicable:

- “Business Associate Agreement” which governs handling and use of protected health information, described at <https://www.signnow.com/baa>, only if signed by both parties.
- “Data Processing Addendum” which governs handling and transfer of personal data, described at <https://www.signnow.com/dpa>, only as applicable pursuant to Section 19.
- “Privacy Policy” which governs Company’s use of your information, described at https://www.signnow.com/privacy_policy.
- “Service Level Agreement” (if applicable) which governs availability of the Subscription Services for Subscribers, described at <https://www.signnow.com/sla>.
- “Professional Service Agreement” (if applicable) which governs the engagement of Company’s consultants to assist with deployment and configuration of Services described at <https://www.signnow.com/psa>.
- “Supplemental Terms of Service for a Private E-Signature Solution” (if applicable) which governs the downloading and use of Company’s privately hosted version of the software, described at <https://www.signnow.com/stos>.

This Agreement constitutes the entire agreement between the parties with respect to your access and use of the Services. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter and prevails over any conflicting terms contained in any documents, communications or discussions.

3. COMPANY IS NOT RESPONSIBLE FOR YOUR CONTENT OR THIRD PARTY CONTENT.

You own and will retain ownership of all right, title, and interest in Your Content uploaded to the Services including intellectual property rights therein. Company claims no ownership rights in Your Content. Company may provide links to publicly available content to use with the Services but is not responsible in any manner for such publicly available content. However, you are responsible for ensuring that any Content (as well

as any publicly available content) that you use on the Services complies with United States copyright laws as well as applicable privacy laws and export laws. All Your Content stored on the Services is encrypted and the Company does not have the ability to screen Your Content. If you are an administrator for your account, then you are responsible for Your Content and activities of your users.

In connection with your use of the Services you agree that the following is expressly prohibited:

- any Content that defames, abuses, harasses, stalks, threatens, or violates the legal rights of others;
- any Content that contains explicit or obscene language or sexually explicit images;
- any Content that uses racially, ethnically, or otherwise offensive language;
- sending altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
- misrepresenting yourself or affiliation with an entity, including by use of subdomains;
- infringing the intellectual property rights of a third party;
- or violating or encouraging others to violate any applicable laws or regulations;
- Content that violates this Agreement

If you violate any of the use restrictions above, Company may in its sole discretion, in addition to all of its other rights herein and at law and in equity: (a) remove all or part of Your Content from the Services; (b) suspend your use of URLs provided by Services; and (c) immediately terminate this Agreement without notice or liability to you.

If you are a user of Company Content, you acknowledge that Company owns and will retain ownership of all right, title, and interest in such Company Content including intellectual property rights therein. You claim no ownership of Company Content.

If you are a user of Content posted by a third party on the Services (“Third Party Content”), you acknowledge that Company does not approve, endorse, monitor, verify, or take responsibility for any such Third Party Content. You agree that the third party posting the Third Party Content is solely responsible for it and that the Company is not liable for any Third Party Content. COMPANY DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS WITH REGARD TO THIRD PARTY CONTENT, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

4. THIS IS A LIMITED USE LICENSE.

Company hereby grants you a limited, revocable, non-exclusive, non-transferrable (except as provided below) license to use the Services solely for your personal or internal business use during the term of this Agreement. If you are a Customer purchasing Company Content, then you may manually download, view, copy and print a single copy of the specific Company Content purchased to one device for the purpose of completing a single transaction for your personal or internal business use.

You acknowledge that Company reserves all rights relating to the Services not expressly granted to you herein. You will not nor permit anyone else to:

- share your login ID for the Services with other users (each user must have their own login ID) or any other person;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services;
- copy, reproduce, modify, translate, or create derivative works based on the Services;
- rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Services;
- use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party;
- use or launch any automated system, including without limitation, robots, spiders, or offline readers, to access the Services or any information therein;
- use the Services to upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages, including Commercial Electronic Marketing Messages as defined in US CAN SPAM Act;
- use the Services to transmit any malware, Trojan horses, worms or viruses or any destructive or malicious code;
- access another user’s account, circumvent standard access to the Services, or attempt to gain unauthorized access to the Services;
- use the Services for the benefit of a competitive offering to any of the Services or intentionally harm or discredit the Company or the Services;
- imitate the look and feel of the Services, remove any proprietary notices from Services, or duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements of the Services.

If you violate any of the license restrictions above, Company may, in addition to all of its other rights herein and at law and in equity, immediately terminate this Agreement without notice or liability to you. Company reserves the right to refuse service to anyone for any reason at any time.

5. COMPANY MAY USE THIRD PARTIES TO PROVIDE SERVICES.

Company may use third parties including partner and affiliates to sell, deploy, configure, and/or support Services. By using the Services, you consent to Company sharing your account data with third parties in order to enable such third-party activities.

6. YOU AGREE TO RECEIVE COMMUNICATIONS FROM THE COMPANY, PARTNERS AND AFFILIATES.

By using the Services, you consent to receiving electronic communications from Company and its partners and affiliates. You may also send electronic communication to Company as specified in the Agreement. These electronic communications may include without limitation notices about your Subscription Services, your invoices or payments, changes to the fees or the Agreement, reports of security violations, your violations of the Agreement, suspension of your use of the Services, termination of the Agreement, changes to Services, availability of new products and services, or other information relating to Company, Services or third-party partners.

7. YOU ARE RESPONSIBLE FOR YOUR PASSWORDS.

If you are a Registered User, you are responsible for safeguarding your password that you use to access Services and you agree not to disclose it to any third party. If you suspect your password has been compromised, you need to promptly change it. You will notify Company immediately of any unauthorized use of your Company account. You hereby take responsibility for all actions taken under your account by you or any third parties including any abuse, unauthorized use, and resulting fees.

8. YOU WILL ASSIGN YOUR SUGGESTION(S), IF ANY, TO COMPANY.

Although you are in no way obligated to do so, if you do choose to submit to the Company an idea, content, document template, workflow, suggestions, information or feedback relating to the Services ("Suggestion"), including, but not limited to, Suggestions submitted to Company via support tickets, email, chat, community forum or other form, then you hereby assign, transfer and convey to Company, all worldwide right, title and interest in and to all intellectual property rights in all of your Suggestions, all contract and licensing rights, and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. You represent and warrant that to the best of your knowledge (a) you are the sole owner of any intellectual property rights in your Suggestion(s); (b) you have the full and exclusive right to convey the entire interest in and to your Suggestion(s); and (c) your Suggestion(s) do not infringe any intellectual property right. You agree to cooperate with and assist Company, at Company's own expense, in obtaining, sustaining, enforcing and enjoying to the fullest extent all right, title and interest conveyed herein.

9. EACH PARTY RETAINS OWNERSHIP OF PROPRIETARY INFORMATION.

The Services (including their look and feel) contain copyrighted material, trade secrets and other confidential material of Company and its licensors. Company and its licensors own and will retain ownership of all right, title, and interest in Services including intellectual property rights therein (excluding your Content). You own and will retain ownership of all right, title, and interest in your Content. All rights not expressly granted herein are reserved. Except as otherwise required by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner. Neither party will do anything inconsistent with such title including, but not limited to, transferring, loaning, selling, assigning, pledging, or otherwise disposing, encumbering, or suffering a lien or encumbrance upon or against any interest in the other party's rights.

10. THE PARTIES AGREE TO PROTECT CONFIDENTIAL INFORMATION.

You and Company may share confidential information. "Confidential Information" means proprietary information, including, without limitation, non-public product, technical and business information and your usage data from the Services, received by a party during, or prior to entering into, this Agreement that is either marked confidential or that the receiving party should reasonably know is confidential or proprietary given the circumstances. Either party may disclose the existence of this Agreement, but any non-public pricing or terms for Services will be considered Confidential Information. "Confidential Information" will not include any information which a party can demonstrate: (a) was previously known to the other party; (b) is or becomes publicly available, through no fault of such other party; (c) is disclosed to such other party by a third party having no obligation of confidentiality to the party which originated the Confidential Information; (d) is disclosed by its owner to any third party without obligation of confidentiality; or (e) is independently developed by such other party without reference to the Confidential Information. The receiving party of Confidential Information agrees to (i) protect the secrecy of and to avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own Confidential Information and in no event less than reasonable care, and (ii) use Confidential Information only as necessary to fulfill its obligations and exercise its rights under this Agreement. Upon termination or expiration of this Agreement, at either party's request the other party will return or destroy all written materials that contain any Confidential Information of the other party and will certify that has returned or destroyed such confidential information. Either party may disclose confidential information pursuant to subpoena or other request from law enforcement agency.

11. IF YOUR USAGE IS EXCESSIVE, THEN COMPANY CAN LIMIT USE.

If your use of the Services significantly exceeds that of the average user (in the Company's sole opinion), then the Company may throttle or temporarily disable your use of the Services. If your use is excessive to the point that it could damage, disable, overburden, or impair Services or interfere with any other party's use and enjoyment of the Services, then the Company may immediately disable your use of the Services. For the purposes herein, unless you specifically purchased a higher usage level, excessive usage means: (a) bandwidth in excess of 300MB/month; (b) envelopes, faxes, or form fills in excess of 100 per Subscriber per month; (c) file sizes in excess of 25 MB, or (d) downloading more than 20 forms per month from US Legal premium forms library.

12. COMPANY IS NOT RESPONSIBLE FOR DEVICES OR INTERNET.

Services depend on third party network and Internet providers and device manufacturers that are outside of Company's control. You acknowledge that Company will not be responsible or liable for performance or non-performance as a result of such networks or devices. You understand that the processing and transmission of the Services, including Your Content, may involve transmissions over various networks and unencrypted transfer to a network or device. You understand that the third party networks or devices may change their technical requirements interfering with the operation of the Services.

13. COMPANY WARRANTS THAT SERVICES WILL OPERATE TO SPECIFICATIONS.

Company warrants solely to Subscribers that the Services (excluding Company Content or Third Party Content) will:

- operate substantially in conformance with the specifications on the Sites or Company's listing pages for Apps;
- not, to the Company's knowledge, infringe any United States patent, copyright, or trade secret;
- be provided via an infrastructure that conforms to commercially reasonable security practices (as documented on the Sites)
- enable your compliance with Electronic Signatures in Global and National Commerce Act through valid mechanism for capturing and retaining Electronic Signatures;
- and if Company is providing you professional services under this Agreement, that all personnel assigned to perform such services will be qualified to perform their assigned duties.

Any third-party services licensed by Company and provided in Services to you under this Agreement (“Third Party Services”) are subject to warranties contained herein only to the extent that they have been provided by such third party licensor (“Licensor”) to Company and are conveyable to you. Licensors are intended to be third party beneficiaries of this Agreement. To the extent permitted by applicable law, Licensors disclaim all liability for any damages arising from your use of Third Party Services.

14. SERVICES ARE PROVIDED AS-IS

EXCEPT AS EXPRESSLY PROVIDED IN ABOVE IN SECTION 13 AND THE SUBSCRIPTION PLANS OR COMPANY CONTENT PAGES, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND COMPANY DISCLAIMS ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COMPANY AND ITS LICENSORS DO NOT WARRANT THAT SERVICES WILL MEET ANY OF YOUR SPECIFIC REQUIREMENTS OR BE ACCURATE, RELIABLE, SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE, OR INTEROPERATE WITH ANY OTHER HARDWARE OR SOFTWARE. ANY USE OF THE SERVICES TO ENGAGE IN TRANSACTIONS OR COMMUNICATE WITH ANY CONTACTS OR OTHER THIRD PARTY IS AT YOUR SOLE RISK. FOR THE PURPOSE OF SECTIONS 14 AND 15, REFERENCE TO SERVICES SHALL INCLUDE COMPANY CONTENT AND THIRD-PARTY CONTENT AND SERVICES THEREIN.

COMPANY CONTENT INCLUDES LEGAL INFORMATION AND SELF-HELP TOOLS. COMPANY CONTENT SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL, OR FINANCIAL DECISIONS. YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. COMPANY CONTENT RELATED TO LEGAL MATTERS IS PROVIDED FOR YOUR PRIVATE USE AND DOES NOT CONSTITUTE LEGAL ADVICE. COMPANY DOES NOT REVIEW ANY INFORMATION YOU PROVIDE US FOR LEGAL ACCURACY OR SUFFICIENCY, DRAW LEGAL CONCLUSIONS, PROVIDE OPINIONS ABOUT YOUR SELECTION OF FORMS, OR APPLY THE LAW TO THE FACTS OF YOUR SITUATION

IF YOU NEED LEGAL ADVICE FOR A SPECIFIC PROBLEM, YOU SHOULD CONSULT WITH A LICENSED ATTORNEY. NEITHER COMPANY NOR ANY INFORMATION PROVIDED BY COMPANY IS A SUBSTITUTE FOR LEGAL ADVICE FROM A QUALIFIED ATTORNEY LICENSED TO PRACTICE IN AN APPROPRIATE JURISDICTION. AS COMPANY IS NOT A LAW FIRM, PLEASE NOTE THAT COMMUNICATIONS BETWEEN YOU AND COMPANY MAY NOT BE PROTECTED AS PRIVILEGED COMMUNICATIONS UNDER THE ATTORNEY-CLIENT PRIVILEGE OR WORK PRODUCT DOCTRINE.

YOUR USE OF THE SERVICES DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN YOU AND COMPANY, OR BETWEEN YOU AND ANY COMPANY EMPLOYEE OR REPRESENTATIVE. UNLESS YOU ARE OTHERWISE REPRESENTED BY AN ATTORNEY, YOU REPRESENT YOURSELF IN ANY LEGAL MATTER YOU UNDERTAKE THROUGH OUR SERVICES.

15. BOTH PARTIES AGREE TO LIMIT LIABILITY.

EXCEPT FOR YOUR BREACH OF ANY OF YOUR OBLIGATIONS IN SECTION 4 ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS OR GOODWILL, LOST DATA OR CONTENT, DATA BREACHES, LOST CUSTOMERS, BUSINESS INTERRUPTION OR REPLACEMENT SERVICES, IN CONNECTION WITH THE SERVICES OR FROM YOUR USE OF OR INABILITY TO USE SERVICES HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, WHETHER OR NOT SUCH PARTY KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT THE REMEDIES PROVIDED FOR HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE COMPANY TO YOU FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID BY YOU TO COMPANY DURING THE 6-MONTH PERIOD BEFORE THE DATE ON WHICH ANY CLAIM AROSE.

YOU ACKNOWLEDGE THAT THE EXCLUSIONS, DISCLAIMERS AND LIMITATIONS IN SECTIONS 14 AND 15 OF THIS AGREEMENT ARE AN ESSENTIAL PART OF THIS AGREEMENT, INCLUDING THE ALLOCATION OF RISKS THEREIN, AND ARE THE BASIS FOR ENABLING COMPANY TO OFFER THE SERVICES TO YOU FOR THE FEES SPECIFIED.

YOUR JURISDICTION MAY NOT ALLOW THE EXCLUSION OF WARRANTIES OR LIMITATION OF LIABILITY ABOVE, SO THE LIMITATIONS OR EXCLUSIONS OF SECTIONS 14 AND 15 OF THIS AGREEMENT MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF COMPANY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

16. COMPANY AGREES TO INDEMNIFY SUBSCRIBERS AND CUSTOMERS; YOU AGREE TO INDEMNIFY COMPANY

If you are a Subscriber or Customer, Company will indemnify, defend and hold you and each of your respective officers, directors, employees, affiliates, agents, and business partners, harmless from and against any all costs, damages, liabilities, and expenses

(including reasonable attorneys' fees) associated with any third-party claim, suit or proceeding brought against you based upon allegations that the Subscription Services or Company Content (excluding any Third Party Content or Third Party Services therein) directly infringe an issued patent, copyright, or trade secrets under United States laws, except when such alleged infringement is based upon your unauthorized alteration or modification of the Services or your use of the Services in combination with any products or services not provided or approved Company. If the Subscription Services or Company Content become subject to an infringement claim subject to this Section, then Company, at its sole election and cost, may (i) acquire a license for your continued use, (ii) replace, modify, or substitute with substantially similar functionality, or (iii) terminate your use of the infringing Services and provide you with a refund of any prepaid, unused fees paid for the infringing Services.

You will indemnify, defend and hold Company and each of its respective officers, directors, employees, affiliates, agents, licensors and business partners, harmless from and against any all costs, damages, liabilities, and expenses (including reasonable attorneys' fees) associated with any third-party claim, suit or proceeding brought against you based upon: (a) allegations that Your Content directly infringe an issued patent, copyright, or trade secrets under United States laws, (b) your failure to comply in any material respect to restrictions in Sections 3 or 4, or (c) your willful misconduct or gross negligence.

The indemnified party will (a) promptly provide notice to indemnifying party of any claim, suit or proceeding for which indemnity is claimed, (b) permit indemnifying party to control the defense of any such claim, suit or proceeding and (c) provide reasonable assistance to indemnifying party (at the indemnifying party's expense). The indemnifying party will not enter into any settlement that imposes liability or obligations on indemnified party without indemnified party's express prior consent.

17. YOU AGREE TO PAY THE FEES OWED FOR YOUR USE OF SERVICES

You acknowledge that Company may change its fees and/or fee structures for Services from time to time in its discretion, including instituting fees for use of Services that were formerly included in Free Services or other free functionality on the Sites or the Apps without liability to you. Company will post notice of such changes on the Sites or the Apps. Any pricing changes to your paid Subscription Services will be effective as of your next Subscription Period and not impact your current Subscription Period. You agree that your continued use of all or part of the Services will be subject to your payment of any applicable fees. Company shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services.

If you are a Customer, you shall pay Company all fees associated with accessing Company Content and other one-time Services that you purchased online via Sites or in a signed and accepted order form, whether or not you use any or all of the Company

Content or Services to which you are entitled. If you are a Subscriber, you shall pay Company all fees associated with your Subscription Level ordered as set forth in the subscription section of your user profile or in the signed and accepted order form, whether or not you use any or all of the Subscription Services to which you are entitled. Prior to accessing any paid Services, you must provide Company with a valid credit card, PayPal account, or other form of payment acceptable to Company. You agree to pay Company (a) any one-time professional service fees specified in your order upon activation of your Services, (b) any fees specified in your order for access to Company Content or one-time Services, and (c) all taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties and any other similar taxes and duties, including penalties and interest, imposed by any United States federal, state, provincial or local government entity or any non-US government entity on the transactions contemplated by this Agreement, excluding taxes based upon Company's net income. Furthermore, if you are a Subscriber, you agree to pay Company (i) the base fees for your Subscription Level in advance of each Subscription Period, e.g. Annual or Monthly and (ii) any excess usage fees monthly in arrears for any use of Services above that specified in your Subscription Level (regardless if you were notified or aware of such excess usage or fees).

If you provided a credit card, PayPal or other automatic electronic payment method (your "ePayment Account"), you agree that Company may charge your ePayment Account for all fees for your Subscription Services as they are incurred including renewal payments on the last day of each Subscription Period. If you submit a new ePayment account, you agree that Company may test your account with a small charge which will be refunded to you within ten (10) days. If you are invoiced by the Company, you agree to pay all such invoices within thirty (30) days of the date of the invoice. All fees are payable in United States dollars and are non-refundable. Subscriber and Customer agree to provide Company with complete and accurate billing and contact information and keep it up-to-date throughout the term of the Agreement.

If Company fails to receive payment from you by the due date, Company may, in its sole discretion, suspend your use of Subscription Services or Company Content and delete your account. You will reimburse Company for all reasonable attorneys' fees and costs incurred to collect past due amounts.

18. CONTACT SUPPORT FOR REFUND OR INCORRECT INVOICE.

Except as noted below, your payment for a given Subscription Period or Company Content is non-refundable (regardless if you use the Services or Company Content). If you are new Customer or Subscriber, who is dissatisfied with the Services and looking to cancel your Subscription Services or request a refund, the Company offers a refund policy which is available on the Site for the specific Services. The refund policy does not apply to: (a) non-refundable enterprise and API subscriptions; (b) certain Company Content and Third Party Content; and (c) certain Third Party Services, such as US mail, fax, and eFiling services.

If you are a Customer or Subscriber with a good faith dispute of an invoice, you should contact Company's support team with details of the dispute, any supporting documentation, and your contact information within 30 days of receipt of invoice. You will continue to pay all invoices when due (even disputed amounts) while the parties work diligently to promptly resolve the dispute. Upon resolution, Company will promptly credit any amount owed to you or you will promptly pay all amounts owed to Company.

In order to receive a refund or dispute an invoice, please contact Company support at <https://university.signnow.com>.

19. HANDLING OF PERSONAL DATA.

With respect to the processing of personal data by Company solely on your behalf, the terms of the Data Processing Addendum shall apply to the extent required by applicable law.

The following terms have the meanings given in the General Data Protection Regulation (EU) 2016/679: "personal data", "data subject" and "process"). To the extent you are an individual, you hereby expressly grant consent to Company to: (a) process your personal data (including sensitive personal data) in accordance with the Privacy Policy and to collect, use, and disclose such personal data in order deliver Services and otherwise in accordance with the terms herein; (b) disclose your personal data (including sensitive personal data) to the categories of recipients described in the Privacy Policy; (c) transfer your personal data (including sensitive personal data) throughout the world, including to the United States and other countries that do not ensure adequate protection for personal data (as determined by the European Commission); and (d) disclose your personal data (including sensitive personal data) to comply with lawful requests by public authorities, including to meet national security or law enforcement requirements.

20. SERVICES ARE COMMERCIAL USE SOFTWARE.

The Services provided to you hereunder are "commercial items" as that term is defined at 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sept 1995) and are provided to the U.S. Government only as a commercial end item. All U.S. Government End User's rights to access and use the Services are set forth in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 (June 1995).

21. THE AGREEMENT IS EFFECTIVE UNTIL TERMINATED BY EITHER PARTY.

If you are a Visitor or Registered User of Free Services, the Agreement will remain in full force and effect while you use the Services, except that Company or you may terminate this Agreement at any time for convenience without liability or notice.

If you are a Subscriber or Customer, the Agreement will be effective as of the earlier of either (i) the date that you accept this click-thru Agreement or (ii) the date that you signed a sales order. If you are a Customer, the Agreement will terminate upon the earlier of the completion of the one-time transaction or thirty (30) days from the effective date. If you are a Subscriber, your initial Subscription Period will expire at the end of the Subscription Period specified in your applicable order form, or, if no term is specified, until the Agreement is terminated by either party. This Agreement will, upon the expiration of your initial Subscription Period, automatically renew for successive Subscription Periods equal in duration to your initial term, or, if no term is specified, the Agreement term will renew on a month-to-month basis unless either party notifies the other prior to the end of the then current Subscription Period that it has elected not to renew the Services. If you are an individual Subscriber or an administrator for the account, you may notify the Company of such non-renewal by (a) logging into the Services and cancelling your account through your account settings (if available) or (b) contacting Company support and receiving written confirmation by Company of your request. If you or the Company elects not to renew the Services before the end of your current Subscription Period, you will not be charged for Subsequent Periods.

Company may terminate the Agreement or suspend your use of Subscription Services or Company Content if (a) you violate the license restrictions in Sections 3, 4, 10 or 11, (b) you are past due on payment of a fees owed and have not responded to request for payment, (c) your billing or contact information is materially false, fraudulent or invalid, (d) you issued bad checks or reversed credit/debit card transactions, (e) you materially breach or otherwise fail to comply with this Agreement and have not cured such breach within fifteen (15) days of Company's written notice specifying the alleged breach, or (f) you enter receivership, general assignment for the benefit of its creditors, any bankruptcy or insolvency proceedings that are not dismissed within 60 Days, liquidation, dissolution or termination of your business operations.

You may terminate the Agreement and your Subscription to the Services if the Company materially breaches or otherwise fails to comply with this Agreement and has not cured such breach within fifteen (15) days of Company's receipt of written notice from you specifying the alleged breach.

22. ONCE TERMINATED, YOU WON'T HAVE ACCESS TO CONTENT OR SERVICES.

Upon termination, (a) Company will no longer be obligated to provide you the Services, (b) your account and Your Content, Company Content or Third Party Content contained therein will no longer be accessible by you, (c) you will immediately stop using Services, and (d) all licenses and other rights granted to you under the Agreement will

immediately cease. Company will not be liable to you or any third party for termination of this Agreement or any termination or suspension of your use of the Services. If you are a Subscriber or Customer, termination by the Company will not result in any refund of fees for the current Subscription Period and you are still obligated to pay any outstanding, unpaid fees.

YOU ACKNOWLEDGE THAT YOUR CONTENT WILL BE DELETED FROM THE SERVICES UPON THE TERMINATION OR UPON THE EXPIRATION DATE OF YOUR CANCELLED SUBSCRIPTION. THIS INFORMATION CANNOT BE RECOVERED ONCE DELETED. IF YOU ARE NOT A REGISTERED USER, COMPANY WILL NOT STORE CONTENT ON YOUR BEHALF.

In addition, the terms of Sections 8, 9, 10, 14, 15, 16 and 22-27 shall survive termination or expiration of this Agreement.

23. PARTIES AGREE TO ARBITRATE DISPUTES.

IN THE EVENT OF A DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR TO COMPANY, THE COMPLAINING PARTY SHALL NOTIFY THE OTHER PARTY IN WRITING THEREOF. WITHIN THIRTY (30) DAYS OF SUCH NOTICE, BOTH PARTIES SHALL MEET AT AN AGREED LOCATION IN BOSTON, MASSACHUSETTS OR VIA PHONE CONFERENCE OR OTHER PHONE OR INTERNET SERVICE TO ATTEMPT TO RESOLVE THE DISPUTE IN GOOD FAITH. SHOULD THE DISPUTE NOT BE RESOLVED WITHIN THIRTY (30) DAYS AFTER SUCH NOTICE, THE COMPLAINING PARTY SHALL SEEK REMEDIES EXCLUSIVELY THROUGH ARBITRATION, IN BOSTON MASSACHUSETTS AND IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT TO THE EXTENT APPLICABLE. THE DEMAND FOR ARBITRATION SHALL BE MADE WITHIN A REASONABLE TIME AFTER THE CLAIM, DISPUTE OR OTHER MATTER IN QUESTION HAS ARISEN, AND IN NO EVENT SHALL IT BE MADE AFTER THE MASSACHUSETTS STATUTE OF LIMITATION FOR THE AFORMENTIONED CLAIMS HAS LAPSED. EACH PARTY SHALL BEAR ITS OWN COSTS AND FEES FOR THE ARBITRATION. THE ARBITRATORS' AWARD SHALL BE THE SOLE AND EXCLUSIVE REMEDY BETWEEN THE PARTIES.

24. YOU AGREE NOT TO JOIN A CLASS ACTION.

ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED ON A COLLECTIVE OR CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS ("CLASS ACTION WAIVER"). CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL PARTIES. THIS WAIVER OF JURY TRIAL SHALL REMAIN

IN EFFECT EVEN IF THE CLASS ACTION WAIVER IS LIMITED, VOIDED OR FOUND UNENFORCEABLE.

25. PARTIES AGREE TO MASSACHUSETTS LAW.

The Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to that body of law controlling conflicts of law. In the event that arbitration of a dispute or claim is not deemed applicable or enforceable, the parties agree to submit to the jurisdiction of the federal and state courts located in Suffolk County, Commonwealth of Massachusetts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

26. THIS AGREEMENT MAY CHANGE.

COMPANY MAY FROM TIME TO TIME MODIFY THE AGREEMENT OR THE SERVICES. COMPANY WILL POST NOTICE OF CHANGES TO THE AGREEMENT ON THE SITES AND NOTIFY REGISTERED USERS OF ANY MATERIAL CHANGES TO THE AGREEMENT OR THEIR SUBSCRIPTION SERVICES. EXCEPT FOR CHANGES REQUIRED FOR COMPLIANCE WITH LAW, WHICH SHALL BE EFFECTIVE IMMEDIATELY, ANY MATERIALLY ADVERSE CHANGE TO A CLAUSE IN THE AGREEMENT FOR THE SUBSCRIBER WILL BE EFFECTIVE AS OF THE NEXT SUBSCRIPTION PERIOD. VISITORS OR CUSTOMERS SHOULD CHECK THE SITE PERIODICALLY FOR CHANGES TO THE AGREEMENT, SINCE THEIR CONTINUED USE OF SERVICES WILL BE GOVERNED BY THE MODIFIED TERMS AND CONDITIONS EVEN IF VISITOR OR CUSTOMER HAS NOT REVIEWED SUCH MODIFICATIONS.

27. BOTH PARTIES AGREE TO THE FOLLOWING GENERAL PROVISIONS.

- The Agreement does not establish the parties as business partners or agents of the other, and neither party has the right to bind the other on any third-party agreement.
- Each party may enforce each of its respective rights under the Agreement even if the party has waived the right or delayed or failed to enforce the same or other rights in the past. All waivers must be in writing and signed by the party waiving its rights.
- If any part of the Agreement is found unenforceable by a court of competent jurisdiction, the rest of the Agreement will nonetheless continue in effect, and both parties agree that the unenforceable provisions will be modified so as to best accomplish the objectives of the Agreement within the limits of applicable law.

- To the extent permitted by applicable law, both parties rights and remedies provided herein are cumulative and in addition to any other rights and remedies at law or equity.
- The captions in the Agreement are for convenience only and are not part of the Agreement. The use of the word "including" in the Agreement shall be read to mean "including without limitation."
- Neither party may assign any of its rights or obligations hereunder, except in connection with a merger or acquisition. The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties thereto.
- Both parties agree that any notices, agreements, disclosures or other communications that the other party sends to it electronically will satisfy any legal communication requirements, including that such communications be in writing, provided that any communication to you is sent to the email address provided on your account and that any communication to Company is send to the applicable email address specified in the Agreement.