

PRODUCT TERMS SIGNANT

These terms and conditions apply to Customers of the Signant service. The Terms and conditions must be accepted in order to use Signant. When clicking 'Accept' you confirm that you have read and accepted the Terms and conditions.

DEFINITIONS

Signature assignment	means one or more files or documents that will be uploaded to the Service for signing, in addition to the contact details of recipients and signatories.
Customer	means the natural or legal person specified as the customer on the order form for the Service, who is bound by the terms and conditions herein and responsible for paying Service Provider.
Website	means web sites on Internet domains: signant.com, signant.no, signant.eu and/or other domains on which the Service is provided and offered by or on behalf of Service Provider.
Service provider	means Maestro Soft AS, Bus. Reg. No. 848 072 222
Service	means 'Signant' an online service for authentication, electronic signatures and archives, as offered at any given time via the web site and on the applicable terms and conditions.
Certificate issuer	means a natural or legal person who issues certificates for an e-ID and/or e-signature that is supported by the Service.
e-ID solution	means a solution for electronic identities and includes both underlying certificate issuers and operational services connected to the application, and validation of electronic IDs and signatures.
ID holder	means a natural person who's electronic identification is used by the Service for authentication and electronic signatures.
Signatories	means an ID holder who's electronic identification is used by the Service for electronic signatures.
Terms and conditions	means the terms and conditions. Any reservations or deviation from the terms and conditions that have not been explicitly agreed between Customer and Service Provider are not considered part of the terms and conditions.



PARTIES TO THE AGREEMENT

Customer and Service Provider are the Parties to the Agreement

Unless otherwise agreed in writing, Service Provider can use sub-suppliers to carry out the Service. The Customer cannot make direct claims against sub-suppliers connected to the use of the Service.

ID holders are not parties to the Agreement and are considered third parties. ID holder's use of the Service is subject to separate terms and conditions.

TERMS OF USE

The Customer's use of the Service is subject to the terms and conditions. The Customer is considered to accept the terms and conditions with each subsequent Website log in.

The Customer is responsible for all use of the Service that occurs using the identifiers that the Service Provider has given the Customer for identification purposes (hereafter "Customer ID"). Exceptions only apply where the Customer has given written notice to the Service Provider, which has been confirmed received by the Service Provider, that the Customer's ID is out of order and that the Service must therefore be closed for such access.

The Service provider is obliged to provide the necessary documentation and user support for the Customer to install and operate the Integration Solution. The Service providers assistance is limited to the Customer, and not to the end users of the Service.

FEATURES AND AVAILABILITY OF THE SERVICE

Electronic signatures

The Service involves the transmission of signature assignments and collection of electronic signatures or seals from one or more Signatories. The Service supports electronic signatures based on the e-ID solutions included in the Service at any given time in accordance with the specifications on the Website.

Documents included in the Signature assignment must have the technical qualities specified on the Website. Upon receipt of a new Signature assignment, the Service Provider will send an automated request to the Customer's specified Signatories and add an electronic signature or seal to the documents in the Signature assignment once the Signatories give their consent. If the Signatory does not sign by the given deadline or does not sign for other reasons, the Service Provider is not responsible for collecting the Signatory's electronic signature.

The service is considered to have been performed when all Signatories have processed the Signature assignment, or after the expiration time for the Signature assignment has ended. The Service Provider can specify a reasonable deadline for signing, and exceeding the deadline will result in the Service being considered completed without the signatures of all Signatories. After the Service has been performed, the Service Provider will, unless otherwise specified through the Service's functionality, make the Document available for download from the Website for the Customer and the relevant Signatories.



Archive

Archive is optional and is considered a continuing part of the Service. The Customer decides whether the applicable Signature assignment shall be transferred to the archive upon completion. Signature assignments that are transferred to the archive are stored and managed by the Service Provider on behalf of the Customer for the duration of the Customer relationship.

Authentication

The Authentication service involves authentication of a certain ID holder. Unless otherwise specified by the Customer, ID holders can use one or more e-ID solutions that are supported by the Service at any given time. The Service is considered completed when the specified ID holder has carried out an Authentication transaction in accordance with the underlying transaction basis from the Certificate issuer.

Document processing

The Service provider will treat the Signature assignment confidentially. This means that the Service Provider will not read, hand over, or otherwise process the Customer's data other than through such mechanical processing and making it available as is necessary to perform the Service, and that the Service Provider will take all reasonable measures to ensure that the Customer's data is stored in a safe manner inaccessible to anyone other than those who need access to perform the Service (including the Customer, Signatories and any other persons specified by the Customer). The obligation of confidentiality does not prevent the Service Provider from providing information where this is required by law. In such cases, the Service provider will seek to notify the Customer in advance of delivery, as long as such notification would not be illegal. The Service provider stores the Signature assignments unless otherwise specifically stated through the Service's functionality. The Customer can choose to delete Signature Assignments by such functionality as is included in the Service and is obliged to ensure the deletion of Signature Assignments in accordance with privacy legislation or the Customer's other obligations. Signature assignments are deleted regardless at the end of the Customer relationship, and the Customer is himself responsible for arranging the transfer of his active or archived Signature assignments to his own storage solution. The Service provider has no obligation to store the Customer's data beyond what is stated here.