

## APPENDIX 1 - TERMS OF USE FOR SIGNANT - CUSTOMER

**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

<b>Signature assignment</b>	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.
<b>Customer</b>	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.
<b>Web site</b>	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.
<b>Service provider</b>	means Maestro Soft AS, Bus. Reg. No. 848 072 222, with the business address: Postboks 403 Skøyen, 0213 OSLO, Norway.
<b>Service</b>	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.
<b>Certificate issuer</b>	means a natural or legal person who issues certificates for an e-ID and/or e-signature that is supported by the Service.
<b>e-ID solution</b>	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.
<b>ID holder</b>	means a natural person if the Service uses electronic identification for authentication and electronic signatures.
<b>Signatories</b>	means a natural person if the Service uses electronic identification for electronic signatures.
<b>Terms and conditions</b>	means the terms and conditions herein with the associated Data Processor Agreement. 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. 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**

Customer's use of the Service is subject to the terms and conditions. It is considered that Customer has accepted the terms and conditions with each subsequent web site log in.

## **PRICES AND PAYMENT**

In order to use the Service, Customer must remunerate Service Provider. Customer will be invoiced according to the price lists on the web site or other written agreement between Customer and Service Provider, if applicable. Invoices are issued in arrears with a 14-day payment due date. With late payment, the provisions of the Norwegian Act relating to Interest on Overdue Payments will apply and charges will be applied in accordance with debt collection legislation.

## **FEATURES AND AVAILABILITY OF THE SERVICE**

### **Electronic signatures**

The Service involves the promulgation 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 web site.

Documents included in the signature assignment must have the technical qualities specified on the web site. Upon receipt of a new signature assignment, Service Provider will send an automated request to 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 deadline or does not sign for other reasons, Service Provider is not responsible for collecting the signatory's electronic signature.

The Service is considered completed when all signatories have processed the signature assignment or when the signature assignment expires. Service Provider can specify a reasonable deadline for signing. If the deadline is broken, the Service will be considered completed without the signatures of all signatories. Upon completion of the Service, Service Provider will make the document available for downloading from the web site for Customer and the relevant signatories, unless otherwise specified through the features of the Service.

### **Archive**

Archive is optional and is considered a continuing part of the Service. 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 Service Provider on behalf of Customer for the duration of the customer relationship.

### **Authentication**

The authentication service involves authentication of a certain ID holder. Unless otherwise specified by 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**

Service Provider will process the signature assignment confidentially. This means that Service Provider will not read, disclose or process Customer's data in any other way than electronically and only make the data available as necessary to carry out the Service. Service Provider will also take all reasonable steps to securely store Customer's data, so that only those who carry out the Service can access the data (including Customer, signatories and others specified by Customer). The duty of confidentiality does not hinder Service Provider from disclosing information when demanded by law. In such cases, Service Provider will try to notify Customer prior to disclosure if the said notification is not illegal.

Service Provider saves the signature assignments, unless otherwise specifically stated through the features of the Service. A feature of the Service gives Customer the option to delete signature assignments, in which case Customer is obliged to ensure that the signature assignment is deleted in accordance with privacy legislation or other obligations of Customer. Nevertheless, signature assignments are deleted upon termination of the customer relationship and Customer is responsible for safeguarding that all Customer's active or archived signature assignments are transferred to Customer's own storage solution. Service Provider is not obliged to store Customer's data in any other way than specified herein.

### **SERVICE LEVEL**

Use of the Service is subject to the technical prerequisites and limitations applicable at any given time to the Service specified on the web site.

The Service is offered 'as is' and its features and user interface might change over time without notifying Customer.

Service Provider will endeavour to keep the downtime of the Service to a minimum, however there may be some interruptions and delays in the availability of the Service due to maintenance, upgrading and other circumstances. Service Provider can make the Service inaccessible with suspected abuse or to limit what Service Provider considers an unacceptable security risk in any other shape or form. During downtime or errors, Service Provider's obligations are limited to potential remedying of the situation without undue delay.

## **PERSONAL DATA**

The Data Processor Agreement between Service Provider and Customer applies to personal data processed in connection with the Service when Customer is the data controller. Customer is the data controller for personal data that Customer provides for implementation of the Service, or that embedded in the document, and shall ensure that the personal data transferred through the Service is based on the informed consent of the data subject, provisions of law or other lawful basis. If Customer specifies a signatory's personal identification number or other unique means of identification, Customer shall ensure that the special conditions of the Norwegian Personal Data Act relating to the use of such information are fulfilled.

Service Provider's applicable privacy policy (published on the web site) between Service Provider and the data subject applies to personal data processed through the Service when Service Provider is the data controller. When Service Provider processes such personal data, Customer does not have any rights or responsibilities, unless Customer is the data subject.

Further information regarding the processing of personal data in connection with the Service is available on the web site.

## **INTELLECTUAL PROPERTY RIGHTS**

Customer's right to use the Service, including underlying systems and intellectual property rights, is limited to that necessary to use the Service in accordance with the terms and conditions.

Customer does not have the right to integrate the Service with Customer's own or third party systems, or services, without special agreement with Service Provider. Should the Service form part of Customer's deliverables to third parties, Customer shall ensure that it is plainly seen that the Service is offered as an independent service, and the full name of both the Service and Service Provider shall be clearly stated.

Use of the Service does not involve the transfer of intellectual property rights to the signature assignment. Nevertheless, Service Provider shall have the right to use the signature assignment to carry out the Service, which includes making the signature assignment available in compliance with the terms and conditions.

## **LIABILITY**

The terms and conditions limit Service Provider's liability for the Service. Service Provider is not liable for errors in third party systems or other matters that are generally considered beyond the control of Service Provider. Service Provider is not liable for the suffered losses of Customer or third parties resulting from the unavailability of the Service or Service errors, unless Service Provider has acted with gross negligence or intent. Should a signature assignment be lost, Service Provider's liability is limited to a repeat Service for the actual signature assignment free of charge.

Customer is liable for all use of the Service on Customer's behalf, unless Customer can prove that any abuse of the Service was caused by circumstances for which Service Provider is liable. Breach of the terms and conditions can lead to exclusion from the Service and legal consequences that Service Provider can apply in accordance with the terms and conditions, and general Norwegian law. Customer shall indemnify Service Provider for all third party claims that arise from Customer's use of the Service for which Service Provider is not liable under the terms and conditions.

Customer must investigate whether the e-ID solution used by the Service is suitable for Customer's purposes. Furthermore, Service Provider is not responsible for providing the option to validate the use of a certificate for any purpose in the future.

Customer ensures that the use of the signature assignment to carry out the Service does not contravene the rights of third parties or breach any confidentiality towards third parties.

## **CHANGES**

Service Provider can change the terms and conditions at any given time. Changes to the terms and conditions will apply to all Services implemented after the updated Terms and Conditions enter into force. The updated terms and conditions will be available on the web site. Customer is responsible for keeping up-to-date with changes to the terms and conditions.

## **CHOICE OF LAW**

All disputes related to the terms and conditions, Service and/or any additional agreement between Customer and Service Provider that regulates Customer's use of the Service shall be resolved according to Norwegian law. The Parties accept Oslo District Court as the legal venue. Unless otherwise set out in irrevocable legislation, Customer (and any person representing Customer), hereby waives the right to raise objections against the choice of legal venue and any similar objection against such proceedings, and accepts that a judgment passed by the court of law named in this clause shall be binding and enforceable in all competent jurisdictions.