

EULA

End User Licence Agreement

This end user license agreement (**EULA**) sets out the terms and conditions that will apply to your access and use of E-Sign (as defined below). By accessing or utilising E-Sign in any way (**using**), you agree to be bound by the terms of this EULA.

This EULA is to be read by you in conjunction with any terms, conditions and disclaimers provided with E-Sign. We reserve the right to amend this EULA at any time. Any changes will take effect on the date they are made available to you and/or provided to you before you use E-Sign (whichever is the earlier). You agree to use and continue to use E-Sign in a manner consistent with all Applicable Laws and in accordance with this EULA.

References to **End User**, **you**, **your** and **yours** are references to the person(s) accessing E-Sign and where such person is accessing E-Sign as employee, officer, agent or contractor to any undertaking (whether incorporated or otherwise), shall also include such undertaking.

References to **Supplier**, **we**, **us**, and **our** are references to E-Sign (UK) Ltd, a company registered in England and Wales with company registration number 07937425, whose registered office is at E-Sign (UK) Ltd, 5th floor, Exchange Flags, Liverpool, L2 3PF, United Kingdom. We can be contacted at (+44) 0151 244 5566 or info@e-sign.co.uk.

1 **Important information**

1.1 Your attention is particularly drawn to the following clauses:

1.1.1 clause 4 (acceptable use)

1.1.2 clause 7 (cancellation rights)

1.1.3 clause 10 (limits of liability)

2 **Use of E-Sign**

2.1 In consideration of the payment of the price (which is the price you pay for the use of E-Sign) as set out in <http://www.e-sign.co.uk/pricing/> (**Price**) and subject to the terms of this EULA you may have access to and use E-Sign on a non-exclusive, non-assignable, non-transferable basis.

2.2 Where the Price is exclusive of VAT, you shall be responsible for paying VAT at the applicable rate the time of payment. We will issue a VAT receipt with each payment made by you.

3 **Restrictions**

3.1 Unless expressly agreed otherwise with the Supplier, you shall not make alterations to, or modifications of, the whole or any part of E-Sign nor permit E-Sign or any part of it to be combined with, or become incorporated in, any other programs or products.

3.2 You shall not copy, adapt, reverse engineer, decompile, disassemble, modify, or make error corrections to E-Sign in whole or in part.

4 **Acceptable Use Restrictions**

4.1 You may use E-Sign only for lawful purposes.

4.2 You must not use E-Sign in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into E-Sign or any operating system.

4.3 You must not infringe our Intellectual Property Rights or those of any third party in relation to your use of E-Sign.

4.4 You must not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of E-Sign.

4.5 You must not use E-Sign in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users. Data storage by you above the average user level may attract additional charges at the discretion of the Supplier. We will give you a written warning (by email or otherwise) prior to charging you such additional charges.

4.6 We shall determine, in our discretion, whether you are in compliance with this EULA through your use of E-Sign. When a breach of this EULA has occurred, we may take such action as we deem appropriate. We may take any of the following actions:

4.6.1 immediate, temporary or permanent withdrawal of your right to use E-Sign;

4.6.2 immediate, temporary or permanent removal of any posting or material uploaded by you to E-Sign;

4.6.3 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

4.7 We exclude liability for actions taken by us in response to breaches of this EULA.

5 **Intellectual Property Rights**

5.1 You acknowledge that all Intellectual Property Rights in E-Sign belong and shall belong to the Supplier or the relevant third-party owners (as the case may be).

5.2 You further acknowledge and agree that, to the extent that any additions, deletions or alterations made by the Supplier to E-Sign have resulted or will result in the subsistence of any new Intellectual Property Rights, all such rights shall vest in the Supplier.

6 **Documents**

Unless otherwise agreed, documents uploaded by you onto our document storage facilities will be retained for no longer than 10 years. If a longer period is required, additional charges may be incurred

7 Cancellation Rights

This clause 7 only applies if you are a Consumer.

- 7.1 The term "Consumer" shall have the meaning given to it in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the **Regulations**). The Regulations state that you are a "Consumer" if you are an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession.
- 7.2 After you select a subscription, you will receive a confirmation from us (**Subscription Confirmation**). A contract for services (**Contract**) will be formed when we send you the Subscription Confirmation.
- 7.3 If you are a Consumer, you have a legal right to cancel a Contract under the Regulations. Your cancellation rights start on the date of the Subscription Confirmation and expire at the end of 14 days after the date of the Subscription Confirmation (the **Cancellation Period**). For example, if the date of the Subscription Confirmation is 1 January then 15 January will be the last day of the cancellation period.
- 7.4 This means that during the Cancellation Period, if you change your mind or decide for any other reason that you do not want to use our services, you can notify us of your decision to cancel the Contract.
- 7.5 To cancel a Contract, you must let us know that you have decided to cancel. The easiest way to do this is to complete the form at the end of this document. Alternatively, you can e-mail us at info@e-sign.co.uk or contact our customer services team by telephone on (+44) 0151 244 5566. Please provide us with details of your order to help us to identify it. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you send us the e-mail.
- 7.6 If you cancel the Contract within the Cancellation Period, unless clause 7.7 applies, we will refund you the Price that you have paid within 14 days after you inform us of your decision to cancel the Contract.
- 7.7 If you cancel the Contract within the Cancellation Period and after you have started using E-Sign (for example, by signing documents or storing documents), we will charge you for providing the services to you up to the date of cancellation. This charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are. You will not be entitled to cancel the Contract and receive a refund for services that have been fully performed.
- 7.8 We will refund you using the same means of payment as you used to make the payment.

8 Confidentiality

- 8.1 You undertake to us that you shall not disclose any information of a confidential nature which you may have or acquire (whether oral, written or in any other form) as a result of or pursuant to this EULA save that this clause shall not apply to the disclosure of information required to be disclosed by law, binding judgment, order or requirement of any court of competent jurisdiction or other competent authority, disclosure in confidence to your professional advisers for a purpose reasonably incidental to this EULA or information which comes into the public domain (other than as a result of breach of this clause).

9 Warranty and disclaimer

9.1 To the fullest extent permitted by law, we do not warrant or guarantee that use of E-Sign will be uninterrupted or error free or that defects in E-Sign will be corrected.

10 Limits of liability

10.1 Subject to clause 10.3 the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by you (or any person claiming under or through you), whether in contract, in tort (including negligence) or otherwise in respect of actual or expected:

10.1.1 loss of profits;

10.1.2 loss of revenue;

10.1.3 loss of anticipated savings;

10.1.4 loss of business;

10.1.5 loss of opportunity;

10.1.6 wasted expenditure, including pre-contractual expenditure;

10.1.7 loss of goodwill;

10.1.8 any losses, fines and expenses imposed by a Regulatory Authority; or

10.1.9 special, indirect or consequential loss of any type including but not limited to any loss arising out of your liability to any other person, even if such loss was reasonably foreseeable.

10.2 Subject to clause 10.3, the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this EULA or any collateral contract, shall in no circumstances exceed a sum equal to the Price paid by you to the Supplier.

10.3 The exclusions in clause 10.1 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:

10.3.1 death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents;

10.3.2 fraud or fraudulent misrepresentation;

10.3.3 breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

10.3.4 any other liability which may not be excluded by law.

11 Data Protection

- 11.1 Each party to this EULA shall comply with its respective obligations under the Data Protection Act 1998 (the **Act**).
- 11.2 For the purposes of this clause 11, terms and expressions not defined in this EULA but having a meaning assigned to them in the Act shall have the same meaning as that assigned to them by the Act.
- 11.3 For the purposes of the Act, the Supplier is the data controller of your personal data processed through your use of E-Sign.

12 General provisions

- 12.1 Except as expressly stated in this EULA and to the extent permissible by law, all terms, conditions, warranties, undertakings and representations implied by statute, common law, custom, trade usage or otherwise are expressly excluded.
- 12.2 The rights of the parties under this EULA are, unless stated otherwise, cumulative and shall be without prejudice to any other rights or remedies available to them.
- 12.3 If all or any part of any provision of this EULA shall be invalid or unenforceable, then any enforceable remainder of such provision and all other provisions of this EULA shall remain valid and enforceable.
- 12.4 No amendment or variation of the terms of this EULA shall be effective unless it is made or confirmed in writing by both parties.
- 12.5 You may not assign, transfer, charge, make the subject of a trust or otherwise deal with any of your rights hereunder without the Supplier's prior written consent.
- 12.6 The Supplier may, in its absolute discretion, assign, transfer, charge make the subject of a trust or otherwise deal with any of its rights hereunder without requiring consent.
- 12.7 Save for any intermediary through whom the Supplier is making E-Sign available to you, a person who is not a party to this EULA shall not have any right to enforce this EULA or any agreement or document entered into pursuant to this EULA by virtue of the Contracts (Rights of Third Parties Act) 1999.
- 12.8 This EULA shall be construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with this EULA.
- 12.9 Your access to and use of E-Sign granted by this EULA is terminable with immediate effect at any time at the absolute discretion of the Supplier.

13 Definitions and Interpretation

- 13.1 The definitions and rules of interpretation set out in this clause apply in this EULA.

Applicable Laws means any laws, regulations, regulatory constraints, obligations or rules, including binding codes of conduct and binding statements of principle incorporated and contained in such rules applicable to the existence or operation of this EULA.

E-Sign means the electronic signatures platform called "E-Sign" supplied by the Supplier (directly or indirectly) to you (and any part of the same).

Intellectual Property Rights means all inventions (whether patentable or not), patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Price shall have the meaning given to it in clause 2.1.

Regulatory Authority means any regulatory or governmental body, including the European Commission, responsible for enforcing Applicable Laws or otherwise having jurisdiction over the activities of either party to this EULA.

VAT means, within the European Union, such tax as may be levied in accordance with (but subject to derogations from) Directive 2006/112/EC and, outside the European Union, any similar tax levied by reference to added value or sales.

- 13.2 Words in the singular shall include the plural and vice versa.
- 13.3 A reference to one gender shall include a reference to the other genders.
- 13.4 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time and, in the case of a statute, includes any subordinate legislation made under that statute.
- 13.5 Any obligation in this EULA on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 13.6 References to clauses are to the clauses of this EULA; references to paragraphs are to paragraphs of the relevant schedule.
- 13.7 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 13.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

Pro-forma Cancellation Form

To:

E-Sign (UK) Ltd

5th floor, Exchange Flags, Liverpool, L2 3PF (+44) 0151 244 5566

info@e-sign.co.uk

I [NAME OF CONSUMER] hereby give notice that I cancel our contract for the supply of services [ORDER NUMBER].

Ordered on [DATE]/[received on [DATE],

Name of consumer(s)

Address of consumer(s)

Date