

## e-Signature Additional Terms

The following terms (“e-Signature Terms”) govern Your use of the e-Signature services made available to you by BNTouch pursuant to your user account. Capitalized terms have the meaning given to them in the Master Services Agreement (the “Agreement”). In the event of any conflict between the terms provided herein and the terms of the Agreement and these e-Signature Terms, the Agreement shall govern.

### **e-Signature Services**

1. BNTouch offers both free of charge e-Signature services (“Free Services”) and paid Services (“Paid Services”). As a user of the Free Services you acknowledge that through your use you may elect Paid Services, and you agree to pay the resulting fees.
2. Each transaction whereby a user is permitted to affix an electronic signature to a document will be deemed a “Signature” for purposes of these e-Signature Terms.
3. Fee of \$15 per month per user will be charged for Paid Services

### **Provision of the Services**

1. BNTouch retains the right to partially or entirely terminate, suspend or alter the provision of the Free Services at any time, without prior notification and for any reason at its sole discretion.
2. Free Services are provided to You free of charge. Notwithstanding the foregoing, nothing herein changes your obligations to pay ordinary fees for the Services pursuant to the Agreement.
3. BNTouch shall endeavor to keep the Paid Services accessible at all times. However, there is no guarantee of uptime for the e-Signature services and, as BNTouch will from time to time improve the Service, some changes will be made to the e-Signature services and occasional maintenance schedules downtime of the e-Signature services can be expected. BNTouch will endeavor to provide notice of scheduled downtime.

### **Electronic signatures and signed documents**

1. The e-Signature services enable the use of signatures in electronic form pursuant to the ESIGN Act and its state law equivalents. The legal status of such signatures can vary depending on the applicable jurisdiction, the purpose for which the signatures are used and other circumstances that may be relevant under applicable law. It is Your responsibility to ensure that signatures obtained or provided by means of the Service have the desired legal effect. BNTouch makes no representation that the signatures are effective for the purpose you intend them, and offers no warranty, express or implied, in relation to the e-Signature services other than that the e-Signature services are capable of recording a binding signature pursuant to the ESIGN act.
2. BNTouch makes no commitments with regard to the successful completion of a signing workflow, such as (without limitation) with regard to emails reaching the intended recipient or the availability of the e-Signature services for the completion of a signing process once initiated.

3. BNTouch is not responsible for, and you hereby release BNTouch from any and all liability for any of the following:
  1. for the content of documents or other information exchanged through and/or signed by means of the e-Signature services; or
  2. whether or not any documents are legally valid and binding under any jurisdiction. BNTouch is not required to monitor such content or other information exchanged through the Service, and has not endorsed or accepted the documents for their contents.

## **Pricing**

1. The pricing for the Paid Services is valid for the present month, but may be changed at any time by BNTouch. No rights can be derived from changes in the listed pricing from time-to-time, and BNTouch reserves all right with regards to pricing.
2. If BNTouch amends its pricing at any time, your continued use of Paid Services subsequent to the month in which the change was made shall constitute acceptance of the amended pricing.
3. BNTouch will provide notice of any change in pricing not fewer than 14 days prior to the end of the month in which the amended pricing will be applicable to You.
4. All listed prices are exclusive applicable taxes and governmental service charges. If fees are not automatically charged, issued invoices are payable within 14 (fourteen) days after the date of invoice. If payment has not occurred within 14 (fourteen) days after the date of invoice, BNTouch may charge any applicable interest including statutory interest.

## **Liability**

1. To the extent permitted by applicable law, BNTouch excludes all liability with regard to the provision or use of the e-Signature Services except as provided herein.
2. More specifically (without limitation), BNTouch accepts no liability, to the extent permitted by applicable law, for loss of data, third party access to data due to unlawful entry into computer systems, a signing process not being completed, a signature not having the desired legal effect, loss of contract, loss of contract value or loss of income or profits or any (other) indirect or consequential damages irrespective whether the Services are offered by BNTouch directly or through a third party.
3. For any damages directly caused by unavailability of the Paid Services, upon request by You with sufficient information for BNTouch to identify the nature of the damages, BNTouch will refund the lesser of your damages or the fee for the Paid Services for that month.

BNTouch reserves the right to amend these e-Signature Terms at any time, effective upon notice to you, provided, however, that no amendment to the fees for the Paid Service shall be effective until the following month. Your continued use of the e-Signature service subsequent to notice of the amendment shall constitute acceptance of the amendment.