

eurosign

Evidence agreement signatories



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1. Signatory identification

Mr/ Ms [...],
born on [...] in [...], living at [...], of [...] nationality, email address: [...] personal mobile phone number: [...]

Hereinafter referred to as “signatory”

2. Eurosign identification

Eurosign, a société par actions simplifiée with a capital of 1,000 euros, registered with the Trade and Companies Register of Nanterre, under number 851 380 923, having its registered office located at 32, rue Fessart, 92100 Boulogne Billancourt (France), represented by Mr Emmanuel Mathieu acting as President.

Hereinafter referred to as “Eurosign”

1. Recitals

3. This evidence agreement applies between the signatory and Eurosign.

4. Electronic signature is provided in article 1367 of the French Civil Code and may be used for the signature of electronic documents. It is in this context that the contracting party of the signatory uses it. It is therefore proposed to the signatory to sign his or her documents on the platform.

2. Definitions

5. The following terms shall have for the parties the meaning set forth below:

- “API” (Application Programming Interface): means a programming interface that allows software to provide services or data to another software in a simple way;
- “authentication”: means an electronic process that enables the electronic identification of a natural or legal person, or the origin and integrity of data in electronic form to be confirmed;
- “electronic document”: means any content created and stored in electronic form and intended to be signed (such as contract, agreement, attestation, declaration, covenant, undertaking);
- “electronic identification”: means the process of using person identification data in electronic form uniquely representing either a natural or legal person, or a natural person representing a legal person;

- “electronic signature”: means data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign. The proposed level 1, level 2 or level 3 electronic signatures constitute a reliable identification process guaranteeing its link with the act to which it is attached within the meaning of article 1367 of the Civil Code;
- “electronic time stamp”: means data in electronic form which binds other data in electronic form to a particular time establishing evidence that the latter data existed at that time;
- “platform”: means platform accessible from the Internet or by connection to an API, and to which the signatory logs in to electronically sign an electronic document;
- “proof file”: means a file, readable in intelligible language, containing evidence of the actions described in article 10; - “recipient”: means a natural person designated by a user who may act as the validator, the observer or the signatory of an electronic document;
- “signatory”: means the recipient expressly authorised and registered by the client to access the platform and sign an electronic document uploaded by a user;
- “trust service provider”: means Eurosign which implements for its clients the electronic signature of the electronic documents that users upload on the platform;
- “user”: means the natural person placed under the responsibility of the client (employee, agent, representative, etc.) who has a personal password and who is authorised to access the platform and the services.

3. Objective of the evidence agreement

6. The use of an electronic signature platform facilitates access to data, makes exchanges via the platform more fluid and secure, and guarantees the integrity of the information stored.

7. The objective of this evidence agreement is to confirm the signatory’s agreement on the use and legal value of the electronic signature used and thus to secure the use of Eurosign platform by the client and all signatories.

4. Purpose of the evidence agreement

8. The purpose of this agreement is to set out the terms and conditions under which the signatory will use the platform and the electronic signatures implemented by Eurosign and admit them as admissible evidence between them, in particular in the event of a dispute.

9. This document constitutes a contract relating to proof within the meaning of articles 1356 and 1368 of the Civil Code.

5. Agreement of the parties

10. By agreeing through his or her signature to this evidence agreement, the signatory expressly:

- agrees to the use of the Eurosign services for creating the electronic signatures implemented by Eurosign as a trust service provider;
- acknowledges that the electronic signatures that will be created via the Eurosign platform, regardless of the level used (1, 2 or 3), meet the electronic signature requirements under article 1367 (2) of the Civil Code and article 3(10) of Regulation (EU) No. 910/2014 (known as eIDAS);
- recognizes that the level 3 electronic signature meets the requirements of the advanced electronic signature according to articles 3(11) and 26 of the EU Regulation 910/2014 (known as eIDAS);
- agrees to give his or her consent to the electronic documents that are submitted to him or her by the users using a Eurosign electronic signature;
- agrees that the exchange of information, data and electronic documents between the signatory and Eurosign shall be carried out by electronic means;
- agrees that electronic files, computer traces (such as connection history, technical logs, application traces, cryptographic traces, acknowledgements of receipt, time stamps, proof files of signatures) and electronic exchanges are admissible evidence between them and in particular in the event of a dispute;
- agrees that the identification elements used for the purposes of electronic identification and authentication, transmitted to Eurosign, are admissible in court and prove (i) the data and elements they contain, (ii) his or her electronic identification, (ii) his or her authentication and (iii) the electronic signature they express;
- agrees to comply with the electronic signature policy available at www.eurosign.com/en/docs;
- agrees that any authentication of the signatory carried out with the authentication means made available by Eurosign is carried out by the signatory;
- agrees that the electronic time stamp elements are admissible in court and prove the data and elements they contain;
- agrees that electronic documents signed with an electronic signature supplied by Eurosign (i) will be admissible in court and will prove the rights and obligations they contain with regard to the parties and third parties and (ii) will have the same probative value as handwritten signed paper documents.

The above is expressly accepted by Eurosign.

11. However, the signatory may provide evidence to the contrary by any means.

6. Term of the evidence agreement

12. This agreement will become effective upon its acceptance by the signatory.

13. The term of this agreement is equal to the term indicated in the electronic document signed electronically on the Eurosign platform, extended by the ordinary limitation period of five (5) years.

7. Description of the platform's electronic signatures

14. The conditions for the creation and implementation of the electronic signature are described in Eurosign's electronic signature policy.

15. The standard electronic signature (level 1) is a signature made remotely by a signatory identified on the basis of declaration data; the integrity of the signed data is ensured by an electronic seal using a certificate for electronic seal in the name of Eurosign. It meets the following legal requirements: it identifies the signatory; it guarantees a link between the signatory identity and the signed document

16. The standard electronic signature (level 2) is a signature made remotely or in person by a signatory identified in person or face-to-face on the basis of a document proving the signatory identity (national identity card, passport, residence permit); the integrity of the signed data is ensured by an electronic seal using a certificate for electronic seal in the name of Eurosign. It meets the following legal requirements: it identifies the signatory; it guarantees a link between the signatory identity and the signed document

17. The advanced electronic signature (level 3) is a signature made remotely or in person by a signatory identified in person or face-to-face or by an equivalent process and on the basis of a document proving the signatory identity (national identity card, passport, residence permit); the integrity of the signed data is ensured by an electronic signature using a qualified electronic certificate issued in the name of the signatory. It meets the following four legal requirements: it is uniquely linked to the signatory; it is capable of identifying the signatory; it is created using electronic signature creation data that the signatory can, with a high level of confidence, use under his sole control; and it is linked to the data signed therewith in such a way that any subsequent change in the data is detectable.

8. Effects of the evidence agreement

18. The effect of the agreement is immediate. It shall apply to any new electronic document that is signed on or after the date of acceptance of this agreement.

19. The termination of this contractual relationship between the signatory and his or her contracting party:
- shall not entitle the signatory to require that all electronic documents concluded under of this agreement be transformed into non-electronic documents;
 - shall have no legal effect on this evidence agreement which will remain fully applicable for the term provided for herein.

9. Electronic process for accessing and signing documents

20. The process for accessing and electronically sign electronic documents is based on the following main steps:

- step 1: the user logs in to the eurosign.com platform or the API using his or her login information; he or she determines the list and information of the various recipients who will be invited to validate and/or sign one or more documents; each recipient receives an email at the address indicated by the user, containing a unique hyperlink that identifies the recipient and takes him or her directly to the web page giving access to the electronic documents to be signed;
- step 2: each recipient can read, zoom in, scroll down, print the document;
- step 3: the signatory fills in the missing fields;
- step 4: the signatory must check the appropriate checkbox to agree to the content of the “n” pages of the document(s) to be signed;
- step 5: the signatory receives an OTP code on his or her mobile phone number, enters it in the box provided for this purpose and clicks on “validate”. Checkboxes are displayed to agree to the various Eurosign’s terms and conditions, this evidence agreement and policies. The signatory triggers his or her electronic signature by clicking on the “sign” button;
- step 6: the signatory receives a confirmation email with the electronically signed document(s) attached; in case of multiple signatories, he or she will receive the signed electronic document(s) by email at the end of the signature process;
- step 7: the other signatories receive an email inviting them to electronically sign the electronic document already signed by the first signatory;
- step 8: each signatory receives it (them) by email and can access it (them) on the platform which stores the electronic document(s) and proof file(s) of electronic signatures.

21. Where the electronic signature is a level 2 electronic signature, the process for accessing and electronically sign documents continues with the following steps, which take place between steps 4 and 5 above;

- step 9: the signatory may contact the client if the client has indicated erroneous personal information. Then the signatory indicates his or her date of birth, confirms that the information entered is correct and clicks on the “continue” button;
- step 10: the signatory chooses the type of identity document he or she wishes to transmit (national identity card, passport, residence permit) and clicks on the button provided for this purpose to transmit a digital copy of the front and back of the chosen identity document;
- step 11: after the signatory has clicked on “continue,” Eurosign checks the accuracy of the signatory’s personal information against the copy of the identity document. If the information is correct, Eurosign allows the signatory to electronically sign the electronic document after he or she entered his or her OTP code.

22. Where the electronic signature is a level 3 electronic signature (i.e. an “advanced” electronic signature within the meaning of eIDAS), steps 9 to 11 apply once the identity of the signatory has been verified face-to-face or by an equivalent process on the basis of a document proving the signatory identity.

23. The conditions of access and electronic signature are therefore satisfactory under the law of electronic evidence and may be validly enforced against the parties.

10. Traceability

24. Each stage of the journey gives rise to a traceability which is itself the subject of sealing, daily export and electronic archiving.

25. A proof file of the electronic signatures created is automatically generated by Eurosign to: (i) trace events occurring in the cycle for the conclusion and electronic signature of electronic documents (functional traceability of the services and technical traceability of the services); (ii) make available the initial identity verification elements, the signed electronic documents, the components of the “profiles” recipient and signatory users.

26. A signature proof file is made available at the end of an electronic signature journey.

27. For more details, please refer to the evidence management policy and signature policy of Eurosign.

11. Subcontracting

28. Eurosign uses subcontractors such as trust service providers for electronic signature creation, hosting, electronic time stamp and archiving services and for the sending of emails and SMS messages.

12. Liability

29. The signatory is solely responsible for communicating to his or her contracting party all elements required to ensure his or her identification and the identification of the signatories and their authority to sign. These elements shall be deemed authentic and constitute proof against the signatory.

30. Eurosign shall not be liable if the signatory fails to comply, whether through fault, negligence or omission, with any requirement or provision of the electronic signature and evidence management policies and this evidence agreement.

31. Eurosign will take all possible steps to ensure access to electronic documents and proof files.

32. Eurosign does not carry out any control over the content of electronic documents uploaded or submitted for electronic signature on its platform or via the API. It disclaims all liability in this respect.

13. Protection of personal data

13.1 Information of the signatory

33. The signatory may obtain all information on the processing of personal data carried out by Eurosign, by referring to the Personal Data Protection Policy available at www.eurosign.com/docs.

13.2 Duties of the signatory

34. The signatory must in particular comply with personal data protection laws and regulations; if the signatory breaches these provisions, he or she may be subject to criminal penalties.

35. In particular, the signatory must not collect or misuse personal data to which he or she has or could have access or otherwise act in a manner that may adversely affect the privacy or reputation of others.

14. Confidentiality

36. The information transmitted or collected by Eurosign when using the platform is considered by nature as confidential and subject to professional secrecy and will not be subject to any external communication, except where permitted by the provisions of the Data Protection Act or where required to carry out the tasks entrusted to Eurosign.

37. This provision does not prevent communications ordered by judicial or administrative authorities.

15. Governing law and jurisdiction

38. This agreement shall be governed by the laws of France.

39. ANY DISPUTE SHALL BE EXPRESSLY SUBMITTED TO THE COMPETENT COURTS WITHIN THE JURISDICTION OF THE COURT OF APPEAL OF PARIS (FRANCE), EVEN IN THE EVENT OF MULTIPLE DEFENDANTS OR THIRD-PARTY PROCEEDINGS, INCLUDING IN CASE OF URGENT PROCEEDINGS, PROTECTIVE MEASURES, SUMMARY PROCEEDINGS OR EX PARTE APPLICATIONS.

16. Acceptance of the evidence agreement

40. By checking the box for using the electronic signature of electronic documents and by electronically signing this evidence agreement, the signatory expressly gives his or her consent to the rights and obligations contained in this evidence agreement submitted to him or her by Eurosign.