



# **Eurosign services subscription general terms and conditions**

*By subscribing to the services offered by Eurosign, you declare that you have read, you accept and you unreservedly adhere to the provisions of these services subscription general terms and conditions.*

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## 1. Preamble

Eurosign offers a range of trust services enabling its clients to provide and share electronic documents, to electronically sign these documents, to edit electronic invoices and to store these documents through electronic archiving, either via a platform accessible in SaaS mode available at [www.eurosign.com](http://www.eurosign.com), or via an API integrated into the client's software or application.

Before subscribing to the services, the client has ensured that the functions of the Eurosign's services it has selected are meeting its needs.

The client who wishes to benefit from the Eurosign services shall have read these general terms and conditions and unreservedly adhere to them.

The general terms and conditions define the terms and conditions of subscription, by the client, to the services offered by Eurosign that the client has selected when subscribing or which are indicated in the order form signed by the client. These general terms and conditions are intended to constitute the rule that must be observed by all client using the services of Eurosign.

The parties undertake to cooperate closely in the fulfillment of their respective obligations.

## 2. Prerequisites

The client can use the Eurosign services subject to the following prerequisites:

- having the legal capacity to engage under these general terms and conditions;
- having suitable IT equipment to access the services;
- having a valid e-mail address;
- unreservedly accepting these general terms and conditions.

**The client, by accepting these general terms and conditions, declares:**

- **being aware that the services are provided at a distance by electronic means;**
- **knowing the conditions under which the services operate;**
- **having all the information necessary to consider that the services correspond to its expectations, objectives, needs and the desired performance;**
- **having all technical skills necessary to access and use the services in optimal conditions;**
- **ensuring that the necessary technical prerequisites are respected;**
- **having all the human and financial resources to subscribe to Eurosign services;**
- **having read and accept the Eurosign proof agreement.**

**Anyone who does not have a username and password is prohibited from accessing the services and agrees not to enter or attempt to enter the platform. Such access will be considered as fraudulent access within the meaning of the provisions of the penal code.**

**Anyone who does not have a username and password to access the main services or in a reserved space that is not theirs, without rights, inadvertently, undertakes to inform Eurosign by email at the address next: [contact@eurosign.com](mailto:contact@eurosign.com). It undertakes to consider that all data of which it will have knowledge during such access are confidential data and therefore undertakes not to disclose them.**

## 3. Definitions

In these general terms and conditions, the following terms, whether in the plural or singular form, shall have the meanings set out below. These definitions are not exhaustive. Other terms may be defined throughout these general terms and conditions.

- API (Application Programming Interface): means a programming interface that allows software to provide services or data to another software in a simple way;
- certification authority: means the authority responsible, on behalf and under the responsibility of Eurosign, as a trusted service provider, of applying at least one certificate policy and is identified as such, as issuer ("issuer" field in the certificate), in the certificates issued under such certificate policy. Under French law, the certification authority is referred to as "prestataire de services de certification électronique" (PSCE) (acronym: CA);
- client: any person subscribing the Eurosign services and having accepted these general terms and conditions;
- content: creations and information available on the platform;
- data: means all information of any kind provided by the client under its sole responsibility, hosted by a subcontractor of the provider, and intended to be processed in the course of the implementation of the platform and the services and, where applicable, the API;
- delegated registration authority: the registration authority and the delegated registration authority have exactly the same role. The role of registration authority can be outsourced to a delegated registration authority which is the client;
- documentation: means documentation of any kind relating to the platform, including the description of the functionalities, and generally to all technical information necessary or useful for its use;
- electronic archiving: long-term storage process for documents and digital data via the software solution and guaranteeing the integrity of the document over time;
- electronic certificate: means an electronic attestation which links electronic signature validation data to a natural person and confirms at least the name or the pseudonym of that person. It is issued by the certification authority;
- electronic document: means any content created and stored in electronic form and intended to be signed (such as contract, agreement, attestation, declaration, covenant, undertaking), to be an electronic invoice or to be an electronic archive;

- electronic invoice: invoice or a flow of invoices created, transmitted, received and archived in electronic form, whose process is automated and includes an electronic signature certification;
- electronic signature: data in electronic form, which is attached or logically associated with other data in electronic form and that the signatory uses 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 French Civil Code;
- error: means an error that, alone or combined with others, impacts the use or exploitation of the platform functionalities;
- Eurosign: French company registered under the number 851 380 923, located 32, rue Fessart, 92100 Boulogne Billancourt (France), provider of the services; Eurosign is an entrusted service provider;
- general terms and conditions: this agreement as well as its annexes and any amendments;
- login information: means the username and password assigned to each user in a personal and confidential manner which are required for accessing the platform and the services from a secure connection;
- order form: document that the client signs defining the specific conditions for the subscription to Eurosign services; in the absence of an order form, the terms and conditions indicated on the Eurosign platform (such as the price of services) are applicable to the client's subscription;
- partie(s): the client and Eurosign regarding their contractual relation as defined in these general terms and conditions;
- platform: means the trust services platform offered by the provider at the following address [www.eurosign.com](http://www.eurosign.com), allowing in particular to upload, download, validate and electronically sign electronic documents, edit and send electronic invoices and/or store documents through electronic archiving;
- proof file: means a file, readable in intelligible language, containing evidence of the actions and available on the platform;
- recipient: means a natural person designated by a user who may act as the validator, the observer or the signatory of an electronic document , an electronic invoice and/or an electronic archiving system;
- registration authority: means the service provider that takes responsibility for issuing electronic certificates.
- SaaS (Software as a Service): means mode for online and remote access and use of the services, which are hosted in a Cloud, i.e. a server accessible via the Internet made available by Eurosign;
- services: means all the computer applications and software constituting trust services, which are the subject matter of these general terms and conditions, published by Eurosign, allowing in particular to upload, download, validate and sign electronic documents electronically, edit and send electronic invoices and/or store documents through electronic archiving;
- signatory: means the recipient expressly authorised and registered by the client to access the platform and sign an electronic document uploaded by a user , to edit and send electronic invoices or to store documents through electronic archiving;
- software: refers to all the computer and software applications developed by Eurosign and allowing the benefit of the services;

- 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.

## 4. Subject of the general terms and conditions

The purpose of these general terms and conditions is to set out the terms and conditions under which Eurosign:

- grants the client, who accepts, a right to use the platform and its services available either in SaaS mode or via an API;
- provides the client with the services, including an electronic signature service, editing electronic invoices or to store documents through electronic archiving;
- maintains the platform, the services and the API;
- defines the conditions for evidence management and registration of document signatories, in the evidence and registration agreement attached as an annex hereto.

## 5. Contractual documents

The contractual documents are, to the exclusion of any other documents, those listed below in decreasing order of precedence:

- these general terms and conditions;
- Signatory Registration Procedure (Annex 1);
- Terms of Use (Annex 2);
- the order forms signed by both parties, which will be subject to the rights and obligations of these general terms and conditions without the need to conclude an amendment;
- Evidence and Registration Agreement;
- Personal Data Protection.

In case of discrepancy between documents of different nature or rank, the parties expressly agree that the provisions contained in the document with the higher rank in the order of precedence shall prevail. In case of discrepancy between documents of the same rank, the most recent documents shall prevail.

## 6. Effective date - Term

These general terms and conditions come into force when the client subscribes to Eurosign's services, either directly online on the platform or by signing order form. Any subscription implies express and unreserved acceptance of these general terms and conditions.



These general terms and conditions are enforceable as soon as the client accepts them. Acceptance is formalized by a checkbox "I have read and accept the general subscription terms and conditions of Eurosign". This ticked box constitutes proof of knowledge of the said provisions and constitutes acceptance of these general terms and conditions.

The applicable version of the general terms and conditions between the client and Eurosign is that the one which was in force at the time of the client's subscription. However, if the subscription is the subject of a renewal, Eurosign will have the possibility of proposing new general terms and conditions to the client.

Any subscription is made by the client for the period indicated at the time of subscription. This commitment period is firm, this means that the client will not be able to unsubscribe before the end of the subscription period and that the sums due for his subscription shall be paid to Eurosign.

It is specified, however, that the client has the possibility of making a free trial of the services, for a maximum period of 14 days. In this case, the client agrees to comply with the provisions of these general terms and conditions, it being specified, however, that if the client chooses not to subscribe to the services at the end of this 14-day trial period, he will not be required to pay the sums due in return for the services. Likewise, at the end of this trial period, the client will no longer be able to benefit from the services of the platform, excepted for the free services governed by the Eurosign terms of use.

At the end of the initial subscription period for the services, the client's subscription will be renewed by tacit renewal for successive and firm periods of the same duration as the initial subscription period. The client can terminate his subscription at any time, either directly on the online platform, or by writing an email to Eurosign, to the email address [contact@eurosign.com](mailto:contact@eurosign.com), or by post to the head office, subject to confirmation of receipt of the mail by Eurosign. Without prejudice to this termination, any new subscription period started must be paid until it ends.

## 7. Description of the services

### 7.1 Scope

These general terms and conditions deal with the implementation of the access to the platform and the services provided in SaaS mode or via an API allowing to:

- access a dashboard,
- create, download, validate electronic documents;
- electronically sign electronic documents;
- edit, send and store electronic invoices;
- store documents through electronic archiving;
- securely store electronically signed electronic documents and associated proof files;
- carry out the electronic archiving of the electronic invoices and associated proof files.

There is no compatibility constraint on operating systems (Windows, Mac OS, Linux) or browsers (OPERA, SAFARI, FIREFOX, CHROME, EDGE).

The technical specifications of the platform, the services and, where applicable, the API are further detailed in the documentation.

## 7.2 Electronic signatures

The electronic signature service includes 3 levels of signatures compliant with the eIDAS Regulation of 23 July 2014 and article 1367 of the French Civil Code:

- the Level 1 Electronic Signature;
- the Level 2 Electronic Signature;
- the Level 3 Electronic Signature.
- 

These different types of signatures are described below.

### 7.2.1 Level 1 Electronic Signature

The Level 1 Electronic Signature is a standard 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.

### 7.2.2 Level 2 Electronic Signature

The Level 2 Electronic Signature is a standard signature made remotely or in person by a signatory identified in person or face-to-face and by an equivalent process 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.

### 7.2.3 Level 3 Electronic Signature

The level 3 electronic signature is an advanced 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 in accordance with “eIDAS” Regulation (EU) No. 910/2014 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.

## 7.2.4 Electronic signature policy

Electronic signatures and the generation of electronic certificates are carried out in accordance with the electronic signature policy available at [www.eurosign.com/en/docs](http://www.eurosign.com/en/docs).

The conditions for issuing and revoking electronic certificates are described in the electronic signature policy.

## 7.2.5 Proof file

Eurosign undertakes to:

- trace events occurring in the cycle for the conclusion and electronic signature of contracts:
  - the functional traceability of the platform;
  - the technical traceability of the platform;
- make available:
  - the initial identity verification elements;
  - the signed documents;
  - the components of the users' "profiles";
- guarantee the client the long-term access to the platform and the services and, where applicable, the API through the definition and implementation of a registration procedure.

A signature proof file is made available at the end of an electronic signature journey. The technical specifications of such proof file are stated in Eurosign's documentation.

## 7.3 Electronic invoicing

The client can subscribe an electronic invoicing service system, compliant with the "eIDAS" Regulation (EU) No. 910/2014. This service allows him to send online electronic invoices from the platform.

## 7.4 Electronic storage and archiving

The services provided by Eurosign include a service for the secure, time-stamped and sealed storage of signed electronic documents and associated proof files.

The electronic archiving service is an additional service: at the client's request and subject to payment, the signed electronic documents and the proof files may be stored on electronic secured spaces, directly from the software, or in the electronic archiving system of a certified third-party service provider.

## 7.5 Hosting

The platform and the services available in SaaS mode or via the API are hosted on the servers of a service provider designated by Eurosign and offering high assurance and security levels. Unless otherwise specified, the services do not include the delivery of media to the client.

Eurosign makes available to the client only the computer applications by remote access, in order to allow the processing of the information transmitted by the client to Eurosign via access to the platform and the services.

The service provider designated by Eurosign will host the client's data and its processing on its servers, up to the volumes indicated on the Eurosign platform.

If the available space required to host the client's data increases, Eurosign will meet with the client to determine the conditions, in particular the financial conditions, for the granting by Eurosign of additional volume to host the client's data.

## 7.6 Documentation

The client can consult on the platform all information related to the services and can ask questions to Eurosign by email at the address [contact@eurosign.com](mailto:contact@eurosign.com).

## 7.7 Prerequisites

The client undertakes to comply with Eurosign's recommendations regarding the authorised technical environment required to use the services such as stated in the annexes.

## 7.8 Delegated registration authority

Eurosign designates the client as the delegated registration authority. To this end, Eurosign will establish a signatory registration procedure attached as an annex hereto (Annex 1).

Such procedure will guarantee to the client the validity of the electronic signatures created and thus their compliance with Eurosign's electronic signature policy.

The client must therefore comply with such signatory registration procedure. In particular, the client shall provide Eurosign with the list and identification of the persons in its company who are authorised to access the platform and those who are authorised to electronically sign documents.

The client is contractually considered as the delegated registration authority for the purposes of carrying out electronic signatures, electronic invoices and electronic archiving.

As such, the client must inform Eurosign of any change in the legal / legal representative (s) of the company that has subscribed to the services and having the power to sign, edit or archive the documents. The client must also communicate to Eurosign the person (s) benefiting from a delegation of signature.

In the absence of compliance with these obligations, the acts carried out on the platform and more particularly electronic signatures, electronic invoices or electronic archiving, will be carried out in the name of the former legal representative of the client and the client, if applicable, will assume sole responsibility for them, as well as all the legal consequences which would ensue from it.

## 7.9 Access and use of the platform

Eurosign undertakes that the platform and the services will be available 7 days a week, 24 hours a day, starting from the online subscription of the client and for the whole duration of his subscription to the services.

However, Eurosign reserves the right to totally or partially restrict access to the services in order to carry out the maintenance of its computer configuration and the infrastructure implemented for the supply of the services, in the context of scheduled operations.

To the extent possible, Eurosign will attempt not to make the services unavailable for an excessive amount of time.

The methods of transmitting and receiving information, and in general all the deadlines for the transmission of information by the client to Eurosign in order to carry out the contractual services, are set out in the Eurosign terms of use (Annex 2), read and accepted by the client at the first connection to the platform.

If login information is lost or stolen, the client must inform Eurosign without delay by email to [contact@eurosign.com](mailto:contact@eurosign.com). Without notification, Eurosign will not be able to take measures to protect access to the client's account (s). Eurosign may, depending on the circumstances, suspend the client's access to his account in order to limit the risk of infringement or infringement.

## 7.10 Identification

Upon online subscription to these general terms and conditions and subject to the payment of the selected services, Eurosign will grant the client a right to remotely use the platform, the services and, where applicable, the API.

To this end, Eurosign will provide the client's designated users with a username and a password giving them access to the platform and the services.

Any operations made using the username and password provided to the client's designated users will irrefutably be deemed to have been made by the client's designated users.

The login information supplied by Eurosign to the client's users is confidential, unique and personal. The client shall be solely responsible for the use of such login information by its designated users.

The client must keep the username and password secret and shall be subject in this respect to an obligation of result within the meaning of French law.

The client is responsible for designating its users who are competent to access and use the services.

In the event of pre-litigation and/or litigation relating to documents signed electronically by the user via the platform and the services, Eurosign may ask the client to provide proof of the verification of the signatory identity.

## 7.11 Customisation of the services

For the performance of the services subscribed by the client, Eurosign may offer the client to provide optional services for customizing the functionalities of the hosted computer applications that it publishes or the service chosen by the client at the subscription, through the addition of new services.

In such case, Eurosign will submit to the client approval the price changes induced by the addition of services, which the latter can accept or refuse, without prejudice to the continuation of the commitments already made by the client.

## 7.12 Services evolution

Eurosign is able to change the platform and the services, with a view to improving them.

Generally, Eurosign reserves the right to take and implement any technical decision aimed at improving the services, subject to ensuring their continuity and upward compatibility.

## 7.13 Interruption of the services

In the event where Eurosign has to perform scheduled operations on the platform, Eurosign will strive to inform the client by email at least 24 hours before the date scheduled for such operations and undertakes that access to the services will not be unavailable for an inordinate amount of time.

Eurosign shall not be liable for damage of any nature that may result from a temporary unavailability of all or part of the platform and the services due to scheduled operations.

## 7.14 Suspension

If the client fails to comply with its obligations, Eurosign reserves the right to suspend access to the platform and the services and, where applicable, the API automatically and without notice.

This access will be suspended until the client has fulfilled his obligations or, failing that, Eurosign may terminate the client's subscription to the services under the conditions of Article 18 hereof.

## 7.15 Telecommunications

The client shall be solely responsible for the access to the platform and the services and, where applicable, the API.

## 7.16 Evidence

An evidence and registration agreement is entered into between Eurosign and the client and is accessible on the platform in the dedicated space of the client.

An evidence agreement will also be entered into between Eurosign and each signatory before triggering an electronic signature on the platform.

## 8. Eurosign's obligations

Eurosign shall alert, advise and warn the client about any error or security problem or fact of which it is aware that has an impact on the platform and the services.

The client acknowledges that Eurosign's indications are provided at the date of subscription and may evolve over time due to technological and risk developments and based on information provided by the client.

In the event that governmental or legal restrictions, statutory or regulatory changes, technological developments may adversely affect the proper performance by Eurosign of its obligations, Eurosign shall notify the client and, where necessary, propose any measures to prevent or otherwise mitigate their possible adverse effects.

## 9. Client's obligations

The client shall:

- use the services in accordance with these general terms and conditions, the terms of use (Annex 2), the Privacy Policy and the evidence agreement;
- collaborate with Eurosign;

- ensure that the content of the electronic documents for which it uses the services provided by Eurosign is lawful and does not infringe the rights of third parties, and be responsible for all related verifications;
- report to Eurosign any service failures that it may have observed.

The client is responsible for:

- the content of the electronic documents for which it uses the services provided by Eurosign;
- the use of the services in accordance with the following policies:
  - Eurosign's electronic signature policy,
  - Eurosign's registration procedure.
- the use of the services by its users and its signatories, their actions on the platform, and their use of electronic signatures and their electronic certificates, electronic invoices and the electronic archiving system;
- the use of the platform by its users and its signatories in a fair manner in compliance with these general terms and conditions and in a manner compatible with the platform and the laws and regulations in force.

The client must not act in a manner that would be unlawful or fraudulent against Eurosign, other users or third parties.

Where the services offered by Eurosign to the client and its users include a qualified certificate, the client and its users are required to check the limits set for its use.

Any non-compliant use of the services provided by Eurosign entitles Eurosign to close the client or user account, to delete the electronic documents with seven (7) days' notice from the date of discovery of such non-compliant use, to suspend access to such electronic documents, to prohibit the client and user from accessing all or part of the platform and/or terminate the client subscription to the services in conditions of Article 18 hereafter, without prejudice to any damages to which Eurosign may be entitled.

## 10. Financial terms

The financial terms and payment terms are either indicated on the Eurosign platform at the time of the client's online subscription or indicated in the order form signed by the client.

## 11. Late payment interest and indemnification

In the event of non-payment by the client of all or part of an invoice issued by Eurosign on its due date, Eurosign may, at its discretion, apply the following penalties to the client for default interest, without prejudice to their right to claim compensation for his loss related to said late payment.



Any default or delay in payment on its due date, for any reason whatsoever, will automatically and without any formal notice being necessary for the immediate payment of all amounts due until the end of the subscription as well as the payment by the client of the recovery costs incurred by Eurosign (such as bailiff's fees, attorneys' fees, court costs, etc.) as well as a lump sum indemnity for recovery costs of € 40 per invoice, without prejudice to Eurosign's right to claim additional compensation. Any amount due will bear interest from the said due date and until full payment, at the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points, and this, without prior formalities. In addition, in the event of non-payment of the price of his subscription by the client, Eurosign reserves the right to suspend the subscription taken out, 5 days after formal notice remains unsuccessful without prejudice to all damages, interest and indemnities to which Eurosign could claim. Within 15 days following the formal notice that has remained ineffective, Eurosign may terminate the client's subscription without further formality.

## 12. Maintenance

### 12.1 Corrective maintenance

The corrective maintenance service consists of correcting any reproducible anomaly that appears in the use of remote access to the platform, as well as in the various treatments that can be carried out by Eurosign.

In the event of difficulty in using the platform, the client shall refer to the documentation before contacting Eurosign, in order to be able to describe precisely and exhaustively the problems encountered.

Any anomaly must be identified by the client and reported to Eurosign with sufficient precision for the latter to intervene.

Pending a definitive solution, Eurosign may recommend a temporary workaround..

### 12.2 Evolving maintenance

Updates to the platform may be installed by Eurosign as and when they become available.

### 12.3 Maintenance due to legislation

Eurosign may also carry out various updates to make the changes made necessary by legal or regulatory changes corresponding to the processing operations relating to the implementation of the platform and the services.

## 13. Guarantees

### 13.1 Mutual non-infringement guarantee

#### 13.1.1 Eurosign guarantee

Eurosign guarantees the client that it has the necessary rights to grant the right to use the platform and the services.

Eurosign guarantees the client:

- the services provided comply with the electronic signature policy accessible at the address [www.eurosign.com/en/docs](http://www.eurosign.com/en/docs) on the day of use of the platform and the services within the limit of the part of the services which are under the exclusive control of Eurosign; this guarantee is provided only for the electronic documents in question whose financial interest at stake is less than 100,000 euros per document;
- the confidentiality of the information transmitted to the client pursuant to applicable French law. Eurosign reminds that it refrains from intervening on the content of electronic documents managed or handled by the client on the platform.

This guarantee excludes all other guarantees, in particular of latent defect, of conformity to any need or use of the client or relating to the accuracy of the information provided (except those from authorized reliable sources) and Eurosign declines all responsibility in the event of negligence on the part of the client and its users.

Eurosign guarantees the electronic signature service complies with article 1367 of the French Civil Code and the eIDAS Regulation (EU).

#### 13.1.2 Client guarantee

The client guarantees to Eurosign it has all the rights attached to its data and the content he downloads to the platform.

The client shall indemnify and hold Eurosign harmless from and against any action, claim, proceedings or opposition from anyone alleging that the performance of these general terms and conditions would infringe a right of any nature in relation to the client's data.

In such case, the client shall pay any compensation and costs of any nature incurred by Eurosign for its defence, including attorney's costs, and any damages that may be awarded against Eurosign.

The client and its users warrant to Eurosign that:

- the content of the electronic documents uploaded by the client or used on the platform is lawful and does not allow to carry out actions that are unlawful, fraudulent or contrary to the applicable laws and regulations in force;
- he is the holder of the necessary rights allowing him to use the content of the electronic documents used and/or uploaded to the platform and, in general, uses as part of the services;
- the content of the electronic documents does not infringe the intellectual property rights of third parties;
- the content of the electronic documents does not infringe the privacy of individuals and/or their rights of image and/or the ownership of goods and/or the provisions relating to data protection of third parties and/or competition law and/or consumer law;
- the client has verified the identity of the person signing the electronic documents in accordance with the agreement on evidence and evidence management policy.

The client is fully informed that he is solely responsible for the obligations and guarantees of this article and has no guarantee or recourse against Eurosign as to their non-compliance or, in particular, to the identification of the document signatories.

## 13.2 Availability warranty

Eurosign guarantees the client the possibility of remote access to the platform and the services, subject to interruptions due to maintenance, interruptions whose duration is not reasonably likely to affect the use of the services or for any situation beyond the control of Eurosign.

## 13.3 Security warranty

Eurosign ensures the physical and logical security of electronic data and documents, in particular by implementing protection devices or measures that comply with the state of the art and the provisions of the European General Data Protection Regulation No. 2016/679.

Eurosign will inform the client of any security breach observed on its information systems and on the platform or those of its service providers and subcontractors.

Eurosign warrants that its staff and its subcontractors will comply with these provisions.

## 13.4 Compliance warranty

Eurosign guarantees the Client that the platform and the services comply with the law and standards in force and any applicable regulations, in particular French law and the European Regulation known as eIDAS No. 910/2014 of 23 July 2014.

More specifically, Eurosign guarantees the platform and the services, in particular the electronic signature, comply with the most common signature standards (PADES).

## 13.5 Interoperability warranty

Eurosign guarantees the client the interoperability with the client's information system and with the signatories designated by the client.

## 14. Liability

### 14.1 Eurosign's liability

Eurosign may be held liable by the client only in case of proven fault.

Eurosign shall not be liable for disturbances or damage inherent to the Internet and having the characteristics of an event of force majeure.

The intervention of Eurosign is limited, as an obligation of means ("obligation de moyen" in French), to a technical service consisting in making available to the client and its users software and technical tools enabling them to benefit from electronic signature, electronic invoicing, electronic archiving, electronic time stamp and electronic seal services.

The client and its users acknowledge that Eurosign does not intervene in any way on the content of electronic documents and that Eurosign cannot be held liable in this respect insofar as it is not aware of the content of electronic documents.

Eurosign shall not be liable for any consequences that may arise therefrom, in particular with regard to decisions that may be made or actions that may be taken on the basis of such electronic documents. As Eurosign does not access the content of the electronic documents to provide its services, Eurosign therefore cannot be held liable for the content and information they contain.

Eurosign shall not be liable for the value or validity of the content of the electronic documents or for any defect therein, as Eurosign has no control over their content other than the creation of electronic signatures, the electronic invoicing or the electronic archiving.

Eurosign shall not be liable for any unlawful, fraudulent or improper use caused by any voluntary or involuntary disclosure to any person of the username and/or password for the client's or the user account.

Eurosign shall not be liable for the level of electronic signature chosen by the client in the event where the client electronically signs electronic documents requiring a higher level of electronic signature than the level of electronic signature actually ordered or chosen.

Eurosign shall not be liable for any damage caused by the use of an electronic signature, electronic invoice, electronic certificate and/or an electronic archiving system in a manner that exceeds the limits set for its use or the value of the transactions for which they may be used.

## 14.2 Client's liability

The client shall use the services under its exclusive responsibility. The client shall be solely responsible for the correct use of the services by its designated users as well as for the compliance with the associated documentation for users.

The client shall further be solely responsible for ensuring that:

- the services meet its expectations and needs, in particular on the basis of the indications provided in the documentation and the business offer;
- its hardware and software environment are compatible with the services;
- the data hosted by Eurosign or any other service provider designated by Eurosign under these general terms and conditions.

The client shall indemnify and hold Eurosign harmless from and against an action by a user or a third party based on the use of the services.

The client shall use the service under its exclusive responsibility.

The client is solely responsible for ensuring that users to whom he gives access comply with these general terms and conditions, its annexes and the documentation as well as the use of the platform.

The client is further solely responsible for the data hosted by Eurosign under these general terms and conditions.

It is the responsibility of the client to check the lawfulness of its data.

## 15. Damage

Eurosign may be held liable only for the consequences of direct and proven damage and that compensation for indirect damage shall be excluded.

Notwithstanding the foregoing, Eurosign's liability shall not exceed the sums actually paid by the client over a period of 12 months preceding the notified damage.

This clause shall survive in case these general terms and conditions is cancelled, rescinded, terminated or annulled.

## 16. Intellectual property

### 16.1 Property

Eurosign has the necessary rights to grant the client the right to use the platform, the services and the API in accordance with the provisions of the French Intellectual Property Code.

All the items composing the platform and the services made available to the client under these general terms and conditions, the documentations and any other information made available by Eurosign to the client, are and remain the exclusive property of Eurosign or its partners.

As a consequence, the client must not act or conduct in any manner that may directly or indirectly infringe the intellectual property rights in the platform and the services and, in general, any related trademarks.

Eurosign grants the client, and the client agrees to be granted, a personal, non-exclusive and non-transferable license to use the platform and the services and, where applicable, the API, for the number of users and the subscribed services, for the entire duration of the services subscription.

This right of use is made by remote access from the client's connection and solely for use within the scope specified in these general terms and conditions.

Any use not expressly authorised by Eurosign under these general terms and conditions shall be illicit in accordance with the provisions of article L.122-6 of the French Intellectual Property Code.

Therefore, the client is in particular prohibited from performing the following:

- any performance, defamation or distribution of the platform, the services, the API and the user documentation, including any networking, whether or not for payment;
- any form of use of the platform, the services, the API and the user documentation, in any way whatsoever, for the purpose of designing, creating, disseminating or marketing similar, equivalent or substitute platforms, services and user documentation;
- any act of commercialization toward third parties of the platform, the services, the API and the user documentation;
- any adaptation, modification, transformation, arrangement of the platform, the services, the API and the user documentation, for any reason whatsoever, including to correct errors;
- any direct or indirect transcription, any translation into other languages of the platform, the services, the API and the user documentation;
- any use for processing not authorised by Eurosign;
- any modification or bypass of protection codes such as passwords or usernames.

## 16.2 Know-how

Eurosign retains ownership of the methods, know-how or tools, that are specific to Eurosign, to perform the services.

## 17. Personal data

As part of their contractual relationships, the parties undertake to comply with personal data protection laws, including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, known as “GDPR,” and any subsequent regulation.

In performing the services, Eurosign may act as the data controller in the context of the processing it carries out on its own behalf for the purposes listed below, and as a data processor in the context of the technical support, storage, maintenance and hosting services provided for the services.

### 17.1 Processing carried out by Eurosign as controller

Eurosign carries out processing as a controller for the client's data.

The personal data collected in this context is intended for:

- the management and monitoring of account creation and user and client relationship in general;
- the operation of the services and the internal accounting of Eurosign;
- Eurosign services promotion (marketing, commercial purposes, etc.);
- the management and monitoring of the use of the platform and the services and, where applicable, the API.

The information processed in this context are the personal records of the client or person in charge for the client, the contact data (phone, post address, electronic address) as well as financial information. Such information is mandatory and necessary for the performance of these general terms and conditions. Otherwise, Eurosign would not be able to properly perform the client's requests and its obligations under these general terms and services.

Data is kept in accordance with the statutory limitation periods, i.e. for a period of five years from the termination of the client's subscription, except for accounting documents and supporting documents which are kept for ten years in accordance with article L.123-22 (2) of the French Commercial Code.

In accordance with Regulation 2016/679, the data subjects of such processing have a right of access, a right to rectification, a right to erasure, a right to object on grounds relating to their particular situation, a right to data portability, a right to restriction of processing and a right to give guidelines about the access to their data after their death. Data subjects can send their requests by email to: [contact@eurosign.com](mailto:contact@eurosign.com) or by post mail to: 32, rue Fessart, 92100 Boulogne Billancourt.

If the answer given by Eurosign does not satisfy the client, the client may lodge a complaint with the Commission Nationale de l'Informatique et des Libertés, French organism.

## 17.2 Processing carried out by Eurosign as processor

While using the services, the client can act as a controller and Eurosign as the processor, within the meaning of the data protection regulations.

As such, Eurosign shall process the personal data entrusted under these general terms and conditions in accordance with the client's written instructions as set out in annex "Personal Data Protection" and accessible on the platform.

## 18. Suspension – Termination

The client is informed that in the event of a breach of one of its obligations defined herein, Eurosign reserves the right, fifteen (15) days after sending the client an email requesting him to comply with these general terms and conditions, to suspend access of the client and his signatories to the platform until the cause of the suspension has disappeared.

In the event of failure by the client to one of his obligations defined herein, within fifteen (15) days from the sending of an email notifying the breach, Eurosign can automatically terminate these general terms and conditions, in addition to the application of the penalties provided for in article 11 above in the event of the client's failure to fulfill its obligation to pay, without prejudice to any damages to which it could claim under these terms.

In all cases, all sums provided for up to the end of the general terms and conditions are due to Eurosign, without prejudice to any damages to which Eurosign may claim.

## 19. Reversibility and return

At the end of the subscription to the services by the client and subject to full payment of the services by the client, Eurosign will ensure the return to the client of the following items as follows:

- during the 15 days following the effective end of the subscription of the client to the services, the possibility of downloading in PDF format all the documents and proof files kept on the platform;
- during the 15 days following the effective end of the subscription of the client to the services, if the client has subscribed to an electronic archiving service, he will have direct access to the documents and evidence files archived with the archiving service provider.

This will constitute the only method of reversibility of the services and of restitution of electronic documents and evidence files.



From the end of the reversibility, no guarantee will be given on the returned electronic documents and proof files.

## 20. Force Majeure

Initially, cases of force majeure will suspend the execution of these general terms and conditions.

If the cases of force majeure have a duration of more than two months, the parties will meet with a view to adopting by mutual agreement the appropriate measures according to the circumstances.

Are expressly considered as cases of force majeure or fortuitous events, those usually retained by the jurisprudence of the French courts and tribunals, as well as the following events:

- war, riot, public demonstration, fire, internal or external strikes, lock out, occupation of Eurosign's premises, bad weather, earthquake, flood, water damage, statutory or governmental restrictions, statutory or regulatory modifications of the means of marketing, accidents of any nature, epidemics, pandemics, illness affecting more than 10% of Eurosign's employees in a period of two consecutive months, absence of energy supply, partial or total failure of the Internet network and more generally of the private or public telecommunications networks, road blockage and impossibility to obtain supplies and any other event beyond the reasonable control of the parties preventing the normal performance of these general terms and conditions.

## 21. Subcontracting

Eurosign may use one or more subcontractors to perform its obligations.

The hosting providers are currently Claranet for hosts and for HSMs.

The electronic archiving provider is currently Eurosign.

Eurosign shall remain free to change providers, subject to guaranteeing the same level of service to the client.

## 22. Miscellaneous

### 22.1 Entire agreement

These general terms and conditions cancel and supersede all contracts, quasi-contracts, implicit and explicit commitments, promises having the same subject-matter as the subject-matter hereof prior to the client's subscription to the services and his adherence to these general terms and conditions.

## 22.2 Tolerance

The parties mutually agree that any tolerance of a situation by one party shall not grant the other party any rights in that respect.

Moreover, such a tolerance shall not be construed as a waiver of the rights in question.

## 22.3 Sincerity

The parties represent that the commitments taken herein are sincere.

Each party thus represents that it does not know any elements which, had it been disclosed, would have modified the consent of the other party.

## 22.4 Unforeseen

By express agreement, the parties waive the benefit of the provisions of article 1195 of the French Civil Code relating to the right of each party to request an amicable or judicial renegotiation of these general terms and conditions in the event of an unforeseeable change of circumstances.

## 22.5 Business reference

Each of the parties authorises the other to use as a commercial reference the relationship that they maintain between them by using their respective names in their corporate, promotional and advertising communication, subject to the other party's express, written and prior agreement on the nature of the communication.

## 22.6 Advertising and promotion on the platform

Eurosign reserves the right to broadcast advertising or promotional messages on its platform, whether free of charge or for a fee.

## 22.7 Non-waiver

Either party's failure to insist on or enforce strict performance of any of the obligations stated herein by the other party shall not be construed as a waiver of said obligation for the future, or as an amendment to these general terms and conditions, and shall not prevent the non-defaulting party from relying on any such obligations in the future.

## 22.8 Severability

If one or several provisions of these general terms and conditions were to be held invalid, void or unenforceable by a law, a regulation or a final decision which has become res judicata rendered by a court having proper jurisdiction, it shall be deemed not written.

However, the other provisions shall remain in full force and effect, unless they are inseparable from the invalid provision. In such case, the parties will negotiate in good faith an amendment to replace the relevant provision(s) by one or more provisions likely to be performed as closely as possible to the common intention of the parties or, if such a common intention cannot be determined, as closely as possible to the intention of the parties that such invalid or unenforceable provision intended to protect.

## 22.9 Titles

In the case of a difficulty of interpretation arising out of a contradiction between any of the headings of the clauses and the content of any of the clauses, the headings shall be deemed to be non-existent.

## 22.10 Good faith

The parties agree to perform their obligations with utmost good faith.

## 22.11 Independent contractors

The parties acknowledge that they are each acting on their own behalf as parties independent of each other.

Nothing in these general terms and conditions is intended to constitute an association, a franchise, or a mandate given by one of the parties to the other party.

Neither party may contract for and on behalf of the other party.

Each party remains solely responsible for its own actions, assertions, commitments, services, products and personnel.

## 22.12 Domiciliation

For purposes of these general terms and conditions and unless otherwise stated, the parties agree to send all correspondence to their respective registered offices.

The client shall communicate to Eurosign any change of electronic or post address

## 23. Governing law – Jurisdiction

These general terms and conditions are governed by the laws of France.

ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE INTERPRETATION, FORMATION OR PERFORMANCE OF THESE GENERAL TERMS AND CONDITIONS SHALL BE EXPRESSLY AND EXCLUSIVELY SUBMITTED TO THE COMPETENT COURTS WITHIN THE JURISDICTION OF THE COURT OF APPEAL OF VERSAILLES (FRANCE), EVEN IN CASE OF INTERIM OR SUMMARY PROCEDURES OR IN THE EVENT OF MULTIPLE DEFENDANTS OR THIRD-PARTY PROCEEDINGS, INCLUDING IN CASE OF URGENT PROCEEDINGS, PROTECTIVE MEASURES, SUMMARY PROCEEDINGS OR EX PARTE APPLICATIONS.

These general terms and conditions have been written in French. In case of doubt, the French version must prevail.

## Annex 1 – Signatory Registration Procedure

The user (natural person placed under the responsibility of the customer) at the origin of the electronic transaction on the platform eurosign.com has two options for registering signatories, thus determining the level of signature achieved for each signatory.

Before launching the electronic signature process with the signatories, the user must define the level of authentication for each signatory among the following levels:

- **Level 1 authentication:** the identity of the signatory is checked based on declarative information.
- **Level 2 authentication:** the identity of the signatory is checked based on declarative information and the provision of proof of identity (national identity card, passport, residence permit).
- **Level 3 authentication:** the identity of the signatory is checked face-to-face (or an equivalent method) by the client and by the provision of proof of identity (national identity card, passport, residence permit). In this case, the client assumes the role of the Delegated Registration Authority for which Euro sign delegates its identity verification obligations.

### For a Level 1 signature (based on Level 1 authentication):

- The registration of the signatories is carried out by the user on a declarative basis. The user fills in the signatories' personal information (first name, last name, email address, cell phone number) on the app.eurosign.com platform.

### For a Level 2 signature (based on Level 2 authentication):

- The registration of the signatories is then carried out in two steps:
  - For the first time, by the user on a declarative basis that fills in the personal information of the signatories (first name, last name, email address, cell phone number) on the app.eurosign.com platform.
  - Then in a second step, by the signatory himself who deposits a copy (or scan) of his ID on the app.eurosign.com platform or send a copy by email at [contact@eurosign.com](mailto:contact@eurosign.com). The latter performs upon receipt authenticity checks and checks for consistency with the information declared by the user.

### For a Level 3 signature (based on level 3 authentication):

- The registration of the signatory is carried out by the Euro sign client who checks the identity of the signatory during a face-to-face (or equivalent method) and by providing proof of identity.
- The signatory's personal information is entered on app.eurosign.com by the client or by the signatory. In both cases, they are verified and validated by the client before any Level 3 signature by the signatory.

## Annex 2 –Terms of Use

### 1. Preamble

Eurosign offers a range of trust services enabling its clients to provide and share electronic documents, to electronically sign these documents, to edit electronic invoices and to store these documents through electronic archiving, either via a platform accessible in SaaS mode available at [www.eurosign.com](http://www.eurosign.com), or via an API integrated into the client's software or application.

Users or recipients who wish to use the Eurosign services have to read these general terms and conditions of use ("terms of use").

They must read any new version of these terms of use at each visit.

They are intended to constitute the rules that must be followed by any user or recipient visiting the platform or using the services of Eurosign.

### 2. Prerequisites

Users or recipients may use the Eurosign services subject to compliance with the following prerequisites:

- have the legal capacity to be bound under these terms of use;
- have the appropriate computer equipment to access the services;
- have a valid email address;
- agree unreservedly to these terms of use.

**By agreeing to the terms of use, users or recipients represent that:**

- **they are fully aware that the services are provided remotely by electronic means;**
- **they have read the conditions under which the services operate;**
- **they have all the necessary information to consider that the services correspond to their expectations, objectives, needs and desired performance;**
- **they have all the technical skills necessary to access and adequately use the services in the best possible conditions;**
- **they have checked their compliance with the prerequisites;**
- **they read and agreed to Eurosign's agreement on evidence.**

**Any person who does not have a username and password is prohibited from accessing the services and undertakes not to enter or attempt to enter the platform. Such access shall be regarded as a fraudulent access within the meaning of the provisions of the Penal Code.**

If any person without a username and a password accesses the main services or a reserved area that is not his or her reserved area inadvertently, without authorisation, he or she undertakes to inform Eurosign by email to: [contact@eurosign.com](mailto:contact@eurosign.com). Such person must assume that all data found during such access is confidential and agrees not to disclose it.

## 3. Definitions

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;
- client: means the entity who has entered into a platform subscription agreement with Eurosign or with one of resellers working with Eurosign for the use of the Eurosign platform and services; the client is contractually considered as the delegated registration authority for the purpose of creating electronic signatures, editing and sending electronic invoices and storing through electronic archiving;  
content: means the information available on the platform;
- electronic archiving: long-term storage process for documents and digital data via the software solution and guaranteeing the integrity of the document over time;
- electronic document: means any content created and stored in electronic form and intended to be signed (such as contract, agreement, attestation, declaration, covenant, undertaking), to be an electronic invoice or to be an electronic archive;
- electronic invoice: invoice or a flow of invoices created, transmitted, received and archived in electronic form, whose process is automated and includes an electronic signature certification;
- 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;
- Eurosign: means a société par actions simplifiée with a capital of 1,000.00 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), which is the publisher of the services under this agreement; Eurosign is a trust service provider;
- platform: means the trust service platform offered by Eurosign at the following address [www.eurosign.com](http://www.eurosign.com), allowing in particular to upload, download, validate and electronically sign electronic documents, edit and send electronic invoices and/or store documents through electronic archiving;
- proof file: means a file, readable in intelligible language, containing evidence of the actions described in article 8.5.5;
- recipient: means a natural person designated by a user who may act as the validator, the observer or the signatory of an electronic document, an electronic invoice and/or an electronic archiving system;

- SaaS (Software as a Service): means mode for online and remote access and use of the services, which are hosted in a Cloud;
- services: means all the computer applications and software constituting trust services, which are the subject matter of this agreement, published by Eurosign, allowing in particular to upload, download, validate and sign electronic documents electronically, edit and send electronic invoices and/or store documents through electronic archiving;
- signatory: means the recipient expressly authorised and registered by the client to access the platform and sign an electronic document uploaded by a user, to edit and send electronic invoices or to store documents through electronic archiving;
- software: refers to all the computer and software applications developed by Eurosign and allowing the benefit of the services;
- 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.

## 4. Purpose

10. The purpose of these terms of use is to set out the terms and conditions of use of the services offered by Eurosign to users and recipients allowing to electronically observe, validate and/or sign electronic documents, to edit, send and store electronic invoices and/or to store documents through electronic archiving, and facilitate the electronic consultation of these documents.

## 5. Enforceability

To use the Eurosign services, users or recipients must first agree to the terms of use.

The terms of use are enforceable against the user as soon as the user accepts them at the time of the creation of the user account on the client's space on the Eurosign.com platform.

The terms of use are enforceable against the recipient as soon as the recipient accepts them at the time the recipient logs in to the platform via the link sent by the user.

Acceptance of the terms of use occurred by checking a box "I have read and agree to the Eurosign terms of use". Checking the box is proof that these provisions have been read and agreed.

Eurosign reserves the right to make such changes to these terms of use as it may deem necessary or appropriate.

The terms of use are enforceable throughout the time period during which the platform is used, unless and until replaced by new terms of use.

The terms of use linked from the platform shall prevail over any version printed at an earlier date.



Eurosign will provide the new terms of use. Users or recipients can access the previous and archived terms of use on request by sending an email to: [contact@eurosign.com](mailto:contact@eurosign.com).

By using the services after the terms of use have been changed, users and recipients agree to the new terms of use.

## 6. Term

20. The terms of use are applicable to users and recipients for the entire period during which they use the services and until such time as they unregister from the platform.

## 7. Description of the services

The services offered allow to:

- access a dashboard,
- create, download, validate electronic documents;
- electronically sign electronic documents;
- edit, send and store electronic invoices;
- store documents through electronic archiving;
- securely store electronically signed electronic documents and associated proof files;
- carry out, as a supplement, the electronic archiving of the electronic invoices and associated proof files.

### **Electronic signature**

Three levels of electronic signature are offered, as further described in article 8.5 below; they will be chosen by the client:

- Level 1 electronic signature;
- Level 2 electronic signature;
- Level 3 electronic signature. This signature level is not yet available as of the date hereof.

### **Electronic invoices**

The services include an electronic invoicing system with an RGS\*\*\* certification of level 1.

### **Electronic archiving**

The electronic archiving service on electronic secured spaces, directly from the software, or with a third-party archiving service provider is an additional service of the platform.

These services may change according to technological developments, changes in the applicable laws, or the choices made Eurosign at its discretion. Eurosign reserves the right, at any time, to substantially modify or interrupt, temporarily, sporadically or definitively, access to the platform or the services offered or any part thereof with or without prior warning and without this resulting in diminishing or degrading the rights of users or recipients.

As the signature of paper-based contracts remains validly accessible to users or recipients, Eurosign may not be held liable to the user or the recipient or to any other party for any modification, deletion or interruption of the services or access to the platform.

## 8. Access and use of the services

The customer is contractually considered as the delegated registration authority for the purposes of carrying out electronic signatures, electronic invoices and electronic archiving.

Therefore, the customer must inform Eurosign of any change in the legal representative (s) of the company, that has subscribed to the services, who has/have the power to sign, edit or archive the documents. The customer must also communicate to Eurosign the name of the person authorized to sign by a delegation of signature.

In the absence of compliance with these obligations, the acts performed on the platform and more particularly electronic signatures, electronic invoices or electronic archiving, will be carried out in the name of the former legal representative of the client and the client, in such case, will bear all responsibility and all the legal consequences which would result from it

## 9. Registration

The registration and enrolment of users, recipients, and signatories are carried out by the client on the Eurosign platform.

For the registration and enrolment, the client must first verify the identity of the user and the signatory according to the level of electronic signature chosen or the service chosen and in accordance with Eurosign's registration policy.

Eurosign will send a password to the user, the recipient, and the signatory. The password must be changed immediately.

## 10. Accessing the services

Users are granted a username and password to access the services. Signatories receive an email inviting them to carry out their electronic signature. As regards the electronic invoicing or the electronic archiving, the user can access it directly from the platform.

Passwords are strictly personal and confidential.

Users and recipients are solely responsible for protecting and maintaining the confidentiality of their password and other associated confidential data. They must take all useful measures to ensure their complete confidentiality.

Any use of the services with a password will be irrefutably presumed to have been made by the person to whom such password has been assigned.

Users and recipients undertake to notify without delay any theft of their password or fraud or identity theft. This notification must be sent by e-mail to [contact@eurosign.com](mailto:contact@eurosign.com) or by registered letter with acknowledgement of receipt.

## 11. Compatibility

Before using the services, users and recipients are invited to check the compatibility of their hardware with the online services. They are solely responsible for the proper functioning of their equipment.

The technical requirements for accessing the online service are set out in the documentation published by Eurosign; Eurosign is entitled to change them at any time

## 12. Hosting

The platform's services are hosted on Eurosign's servers hosted by Google Compute Engine, which offers high levels of guarantee and security.

The electronic certificates are hosted on Eurosign's servers, with the HSMs hosted by Claranet, which offers high levels of guarantee and security.

## 13. Electronic signatures

The main steps of the process to access and electronically sign documents are described in Eurosign's evidence agreement.

The electronic signature service includes three levels of signatures compliant with the eIDAS Regulation of 23 July 2014 and article 1367 of the Civil Code:

- the Level 1 Electronic Signature;
- the Level 2 Electronic Signature;
- the Level 3 Electronic Signature.

These different types of signature are described below.

## 14. Level 1 electronic signature

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.

## 15. Level 2 electronic signature

The standard electronic signature (level 2) is a signature made remotely or in person by a signatory identified in person or face-to-face or by an equivalent process 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.

## 16. Level 3 electronic signature

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.

## 17. Electronic signature policy

Electronic signatures and the generation of electronic certificates are carried out in accordance with the electronic signature policy available at [www.eurosign.com/en/docs](http://www.eurosign.com/en/docs).

The conditions for issuing and revoking electronic certificates are described in the electronic signature policy.

## 18. Proof file

A proof file of the electronic signatures carried out is automatically generated by Eurosign in order to:

- trace events occurring in the cycle for the conclusion and electronic signature of electronic documents;
- the functional traceability of the services;
- the technical traceability of the services;
- make available:
- the initial identity verification elements;
- the signed electronic documents;
- the components of the user, recipient and signatory “profiles”.

A signature proof file is made available at the end of an electronic signature journey. The technical specifications of such proof file are stated in Eurosign’s documentation.

## 19. Electronic archiving

If the client has subscribed to this additional service, the electronic documents can be archived either directly by Eurosign or with a third-party archiving service provider.

## 20. Electronic invoicing

The client can subscribe an electronic invoicing service. This service allows him to send online electronic invoices from the platform.

If the client wishes to use it, the client must imperatively complete, sign and send to the reseller with whom he has subscribed the software or directly to Eurosign a mandate to delegate the signature for electronic invoicing. Such mandate authorizes Eurosign to create a certified electronic invoice in the name and on the behalf of the client. Without this mandate, the electronic invoicing service cannot be provided.

## 21. Storage of identification data

In accordance with the laws and regulations in force, Eurosign keeps the usernames and passwords of users and recipients, as well as the network connection history of users and recipients.

In order to comply with the legal obligations relating to the storage and communication of data enabling the identification of any person who has contributed to the creation of online content or to an electronic document filed, transmitted, signed or posted online, Eurosign keeps certain information relating to the identification and traceability of operations carried out on the network, and a copy of the electronic documents and some of the content posted online by users or recipients, even when they are deleted from the account by the user, for a period of one year from the event giving rise to the storage requirement.

## 22. Hyperlinks

Eurosign reserves the right to provide hyperlinks on its platform giving access to web pages other than its platform pages.

Eurosign accepts no responsibility for the content of the information provided on such websites via the activation of hyperlinks.

## 23. Advertising and promotion on the platform

Eurosign reserves the right to broadcast advertising or promotional messages on its platform, whether free of charge or for a fee.

## 24. Personal data

The processing of personal data carried out by Eurosign complies with the obligations under the Act No. 78-17 of 6 January 1978 on Information Technology, Data Files and Civil Liberties in force, known as "Data Protection Act", Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data of 27 April 2016, and any other regulations on the protection of personal data.

Eurosign carries out processing of personal data according to its data protection policy accessible at: [www.eurosign.com/en/docs](http://www.eurosign.com/en/docs).

## 25. Confidentiality

Eurosign guarantees the confidentiality with respect to third parties of the electronic documents and content deposited through the services.

Eurosign ensures that third parties performing all or part of the services comply with the strict confidentiality of the documents.

In the event that Eurosign receives a request from a competent judicial or administrative authority to obtain information about or disclosure of or access to the documents filed, Eurosign will immediately inform the user, unless law prohibits such information. The user will expressly communicate its instructions to Eurosign.

## 26. Security and availability

The platform is an automated data processing system. Any unauthorised access to the services is prohibited and punishable by criminal penalties.

Eurosign implements the necessary means to ensure that the platform's online services are accessible 24 hours a day and 7 days a week. Eurosign uses its best efforts in accordance with the rules of the art to secure the platform and the services considering the complexity of the internet. It cannot guarantee that the platform will be totally accessible or available at all times.

Eurosign cannot be held responsible for any unavailability of the online services if such unavailability is caused by external factors, such as technical reasons, network congestion, misuse of the online services, failure of Internet service providers. Eurosign cannot further be held responsible for damage to the operating system and functionalities of the hardware used as a result of interruption or disruption in the services.

The user and the recipient represent that they agree to the characteristics and limitations of the internet.

They acknowledge that they are aware of the nature of the Internet network, and in particular of its technical performance and response times for consulting, searching or transferring data and information.

The user and the recipient must inform Eurosign of any service failure.

The user and the recipient are aware that data circulating on the Internet are not necessarily protected, particularly against possible misuse.

The user and the recipient agree to take all appropriate measures to protect their own data and/or software from contamination by possible viruses on the internet network

## 27. Intellectual property

The content, the general structure and software, texts, images (still or animated), pictures, proof files, know-how of the platform, the services and the API, and all other items composing the platform or the services or the API are the exclusive property of Eurosign or its third-party licensors.

Nothing in these terms of use is intended to transfer any intellectual property rights of any kind in the items owned by Eurosign or its service provider or rights holders, such as sounds, pictures, images, literary texts, artistic works, software, trademarks, graphic charters, logos.

It is forbidden to amend, copy, reproduce, download, disseminate, transmit, commercially exploit and/or distribute in any way whatsoever the services, the website pages, or the computer codes of the items composing the services, the platform or the API.

Any total or partial reproduction and/or performance of any of these items without the express permission of Eurosign is forbidden and could result in civil and criminal penalties for infringement.

Accordingly, it is forbidden to act or conduct in any manner that may directly or indirectly infringe the intellectual property rights of Eurosign.

The same applies to any databases, which are protected by the articles of the Intellectual Property Code.

Distinctive signs of Eurosign and its partners, such as domain names, trademarks, names and logos appearing on the Eurosign platform are protected by the Intellectual Property Code. Any total or partial reproduction of such distinctive signs made from the items without Eurosign's express authorisation is therefore prohibited, within the meaning of the Intellectual Property Code.

The services may only be used in accordance with its intended purpose.

Any other uses without the express prior written permission of Eurosign are prohibited and shall constitute infringement.

## 28. Obligations of users and recipients

Eurosign grants users and recipients a simple right to use the services and, where applicable, the platform or the API in a professional capacity. The right granted is revocable, non-exclusive. It is intended for professional use in accordance with the conditions of these terms of use.

Users and recipients are each responsible for their use of the services, electronic signatures, their certificates, the electronic invoices and the electronic archived documents as well as their actions on the platform.

The information stored must not infringe the national and international laws and regulations in force.

Users and recipients must:

- not commit any infringement;
- not reproduce, download, perform, or modify all or part of the Eurosign platform, services or API;
- not hamper the proper functioning of the services, in particular by introducing viruses or other technologies which are harmful for the Eurosign platform, API or services;
- use the services fairly and in accordance with these terms of use, the applicable laws and regulations, including laws relating to intellectual and industrial property, privacy and personal data protection;
- use the services and all the information to which they may have access exclusively for their own professional purposes and in strict compliance with public policy, morality and third-party rights;
- not upload or store any electronic document or any content that is unlawful or in violation of the Freedom of the press Act of 29 July 1881, or that contains elements including, but not limited to, child pornography or violent elements, or any other inappropriate content or content of a private nature;



- not manually or automatically collect data, including email addresses, about the other users or recipients, without their consent, in any manner and for any purpose such as sending unsolicited direct marketing messages or spam, or electronic chain letters;
- not create or use accounts other than the one initially created, whether under their own identity or the identity of a third party, except with the prior and written authorisation of Eurosign.

Failure to do so will result in the suspension of their account and/or of all the services associated with it under the conditions set out in article "Suspension - Exclusion".

## 29. Liability

Eurosign accorde à l'utilisateur et au destinataire un simple droit d'utilisation des services et le cas échéant de la plateforme ou de l'API et ce, à titre professionnel. Ce droit est révocable et non-exclusif. Il est destiné à une utilisation professionnelle dans les conditions des présentes.

### 29.1 Liability of users and recipients

Users and recipients access and use the services at their own risk and under their responsibility under the conditions provided for herein.

### 29.2 Eurosign's liability

Eurosign shall not be liable for:

- the impossibility of accessing the services, arising out of or in connection with the destruction of hardware, computer attacks or hacking, the temporary or permanent restriction, removal or ban to access the Internet network, for any reason whatsoever, including breakdowns or unavailability inherent to hosting servers;
- the loss or alteration of user or recipient data resulting from the non-compliant use of the services with respect to Eurosign's directives and recommendations or from poor security management by the user or the recipient;
- the impossibility for the user or the recipient to access the services, because of the suspension and/or termination of these terms of use;
- to the extent permitted by law, any indirect damage, including in particular lost profits, loss of data or any other loss of intangible assets, whether as a result of the use of the services or, on the contrary, of the impossibility of using them;
- any malfunction, access unavailability, misuse, improper configuration of the user's or recipient's computer or mobile devices, or the use by the user or the recipient of a browser or operating system that is not widely used.

No guarantee is given by Eurosign and Eurosign shall not be liable including cases in which the financial interest of an electronic document in question is greater than or equal to 100,000 euros.

## 30. Damage

Eurosign may be held liable only for the consequences of direct and proven damage and compensation for indirect damage shall be excluded.

Eurosign's liability shall not exceed the sums actually paid by the client over a period of 12 months preceding the notified damage.

This clause shall survive in case the terms of use are cancelled, rescinded, terminated or annulled.

## 31. Suspension and exclusion

If the user or the recipient fails to comply with their obligations under the terms of use, Eurosign reserves the right, eight (8) days after sending an email requesting the user or the recipient to comply with these terms of use, to suspend access to the services until such time as the reason for the suspension has disappeared.

If the user or the recipient repeatedly fails to comply with their obligations of these terms of use, and still fails to comply eight (8) days after Eurosign sends an email requesting the user or the recipient to comply with these terms of use, Eurosign reserves the right to terminate access to the services and a part of the services, without prejudice to any action under ordinary law to which it may be entitled.

## 32. Miscellaneous

### 32.1 Headings

In the case of a difficulty of interpretation arising out of a contradiction between any of the headings of the clauses and the content of any of the clauses, the headings shall be deemed to be non-existent.

### 32.2 Severability

If one or several provisions of these terms of use were to be held invalid or declared as such by a law, a regulation or a final decision which has become res judicata rendered by a court having proper jurisdiction, the other provisions shall remain in full force and effect.

### 32.3 Questions

For any inquiries concerning the platform services or the application of these terms of use, please send an email to: [contact@eurosign.com](mailto:contact@eurosign.com).

### 33. Governing law

This agreement shall be governed by the laws of France.

French law shall apply to both form and substance, notwithstanding the place of performance of principal or ancillary obligations.

### 34. Conciliation

In the event of a dispute, users or recipients will first send a claim to Eurosign in order to find an amicable solution at the address of Eurosign's registered office.

### 35. Jurisdiction

**IF NO AMICABLE SOLUTION CAN BE FOUND, ALL DISPUTES OF A CONTRACTUAL OR NON-CONTRACTUAL NATURE ARISING OUT OF OR IN CONNECTION WITH ALL OF THE CONTRACTUAL RELATIONSHIPS SHALL BE SUBMITTED TO THE COURTS WITHIN THE JURISDICTION OF THE COURTS OF VERSAILLES (FRANCE), EVEN IN CASE OF INTERIM OR SUMMARY PROCEDURES OR IN THE EVENT OF MULTIPLE DEFENDANTS OR THIRD-PARTY PROCEEDINGS.**