

eurosign

Terms of use



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1. Preamble

1. Eurosign offers a range of trust services enabling its clients to provide and share electronic documents and to electronically sign these documents, either via a platform accessible in SaaS mode available at www.eurosign.com, or via an API integrated into the client's software or application.
2. Users or recipients who wish to use the Eurosign services are deemed to have read these general terms and conditions of use ("terms of use").
3. They must read any new version of these terms of use at each visit.
4. 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

5. 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 to these terms of use.
6. 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.
7. 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.
8. 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. Such person must assume that all data found during such access is confidential and agrees not to disclose it.

3. Definitions

9. 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 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;
- content: means the information available on the platform;
- 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 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, allowing in particular to upload, download, validate and electronically sign electronic documents;
- 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;
- 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;
- signatory: means the recipient expressly authorised and registered by the client to access the platform and sign an electronic document uploaded by a user;
- 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 and facilitate their electronic consultation.

5. Enforceability

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

12. 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.

13. 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.

14. 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.

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

16. 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.

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

18. 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.

19. 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

21. The services offered allow to:

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

22. 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.

23. The electronic archiving service with a third-party archiving service provider is an additional service of the platform.

24. 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.

25. 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

8.1 Registration

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

27. 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 and in accordance with Eurosign's registration policy.

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

8.2 Accessing the services

29. Users are granted a username and password to access the services. Signatories receive an email inviting them to carry out their electronic signature.

30. Passwords are strictly personal and confidential.

31. 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.

32. 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.

33. Users and recipients undertake to notify without delay any theft of their password. This notification must be sent by registered letter with acknowledgement of receipt.

8.3 Compatibility

34. 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.

35. 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.

8.4 Hosting

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

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

8.5 Electronic signatures

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

39. 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.

40. These different types of signature are described below.

8.5.1 Level 1 electronic signature

41. 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.

42. It meets the following legal requirements:

- it identifies the signatory;
- it guarantees a link between the signatory identity and the signed document.

8.5.2 Level 2 electronic signature

43. 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.

44. It meets the following legal requirements:

- it identifies the signatory;
- it guarantees a link between the signatory identity and the signed document.

8.5.3 Level 3 electronic signature

45. 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.

46. 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.

8.5.4 Electronic signature policy

47. Electronic signatures and the generation of electronic certificates are carried out in accordance with the electronic signature policy available at www.eurosign.com/docs

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

8.5.5 Proof file

49. 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".

50. 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.

8.6 Electronic archiving

51. If the client has subscribed to this additional service, the electronic documents can be archived with a third-party archiving service provider.

9. Storage of identification data

52. 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.

53. 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.

10. Hyperlinks

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

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

11. Advertising and promotion on the platform

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

12. Personal data

57. 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.

58. Eurosign carries out processing of personal data according to its data protection policy accessible at: www.eurosign.com/docs

13. Confidentiality

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

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

61. 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.

14. Security and availability

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

63. 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.

64. 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.

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

66. 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.

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

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

69. 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.

15. Intellectual property

70. 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.

71. 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.

72. 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.

73. 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.

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

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

76. 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.

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

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

16. Obligations of users and recipients

79. 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.

80. Users and recipients are each responsible for their use of the services, electronic signatures, their certificates and their actions on the platform.

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

82. 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.

83. 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".

17. Liability

17.1 Liability of users and recipients

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

17.2 Eurosign's liability

85. 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.

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

17.3 Damage

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

88. Indirect damage shall mean loss of data, loss of time, lost profits, loss of turnover, loss of margins, loss of orders, loss of clients, operating loss, loss of revenues, loss of business actions, as well as harm to reputation, loss of expected results and third-party action.

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

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

18. Suspension and exclusion

91. 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.

92. 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.

19. Miscellaneous

19.1.1 Headings

91. 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.

92. 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.

19.1.2 Severability

94. 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.

19.1.3 Questions

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

20. Governing law

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

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

21. Conciliation

98. 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.

22. Jurisdiction

99. 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 PARIS (FRANCE), EVEN IN THE EVENT OF MULTIPLE DEFENDANTS OR THIRD-PARTY PROCEEDINGS.