



GENERAL TERMS AND CONDITIONS INSIGN 365

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Preamble

These General Terms and Conditions govern the purchase of online services for use of the online software "inSign 365" (hereinafter referred to as "**Online Service(s)**") by the customer (hereinafter referred to as "**Customer**") as well as the conditions under which inSign GmbH (hereinafter referred to as "**Licensor**") makes the Online Services available to the Customer.

1 Conclusion of contract, ordering process, guidelines

- 1.1 The Licensor offers the Online Services exclusively to entrepreneurs within the meaning of § 14 German Civil Code (*Bürgerliches Gesetzbuch (BGB)*). The Licensor may therefore require the Customer to provide sufficient proof of the Customer's entrepreneurial status before the conclusion of the contract, e.g. by providing his VAT ID number or other suitable proof. The data required for such proof shall be provided by the customer completely and truthfully.
- 1.2 If the Customer purchases Online Services **in the Licensor's webshop** at the address <https://www.getinsign.com/>, the following terms and conditions shall apply to the conclusion of the contract and the ordering process:

Orders placed by the Customer constitute a binding offer made to the Licensor to conclude a contract for the purchase of Online Services. However, orders can only be placed and transmitted if the customer accepts these General Terms and Conditions by placing a tick in the corresponding checkbox and thus includes them in his offer. As soon as the Customer has submitted an order to the Licensor, the Licensor will send the Customer an email with confirmation of receipt and details of the order and the content of the contract (confirmation of receipt of order). This confirmation of receipt of order shall also constitute acceptance of the offer. Upon the Customer's receipt of the confirmation of order the contract between the Licensor and the Customer shall be concluded.

In the first step of the ordering process, the Customer registers with his email address and a password of his choice. After confirming the email address, as second step, the Customer enters Customer data, including the billing address, selects a payment method and enters the Customer payment data. Moreover, the Customer selects and may check the Online Services the Customer would like to order. In a third step, the Customer has the opportunity to check all the data he has entered and, if necessary, to change the data by selecting the respective command. Finally, the Customer can order the Online Services by clicking on the order button "Buy now".

- 1.3 If the Customer purchases Online Services **outside the Licensor's webshop**, the following conditions apply to the conclusion of the contract and the ordering process:

First of all, the Customer makes an enquiry for the Online Services desired by him orally or in the contact form provided on the website <https://www.getinsign.com/> or by email to service@getinsign.de. The Licensor will then send the Customer an offer for the purchase of the Online Services desired by him, if necessary after prior consultation. In the next step, the Licensor will send the Customer, if necessary after prior consultation, an offer for the purchase of the Online Services requested by the Customer. These General Terms and Conditions are attached to the offer. The offer is subject to confirmation. A contract shall



not be concluded until the Customer has returned the offer (order) signed by the Customer to the Licensor and the Licensor has thereafter either confirmed the order in text form or sent the access data for the use of Online Services to the Customer.

- 1.4 The contractual provisions, in particular the text of the Customer's order, any confirmation of the conclusion of the contract by the Licensor as well as these General Terms and Conditions are available in German and English. They shall be sent to the Customer as part of the order process in the Customer's language of choice (i.e. either in German or in English). The Licensor does not store the contractual provisions on a regular basis.
- 1.5 To protect the privacy of its customers, the Licensor is committed to complying with all applicable data protection laws. Any use of personal data by the Licensor as a controller within the meaning of the General Data Protection Regulation (GDPR) is subject to the Licensor's Privacy Policy, which is available at <https://www.getinsign.com/privacy-policy/>.
- 1.6 These General Terms and Conditions shall apply exclusively to the purchase and use of the Online Services. Customer terms and conditions that deviate from these General Terms and Conditions shall not be effective unless the Licensor has agreed to their validity in text form.

2. Service provision by the Licensor

- 2.1 The Licensor shall provide the services specified in the respective agreement. The Licensor does not owe any other services.
- 2.2 The Licensor is entitled to have the services owed under the agreement performed by qualified service providers.
- 2.3 The Customer is responsible for compliance with retention periods under commercial and tax law.
- 2.4 Service description

inSign 365 is a web-based online service and consists of a server application including browser/web GUI and an optional native app for smartphones (iOS and Android). inSign 365 only requires a browser as a client and can therefore be used on all common hardware and software platforms. The server application maps the document and signature processes and produces the user GUI for the browser. On devices with a touch-sensitive screen, e.g. smartphones, tablets or convertibles, handwritten advanced electronic signatures based on biometric data (according to eIDAS) can be executed directly on the touch screen. On devices without a touch-sensitive screen, the signature prompt can be redirected to a device with a touch-sensitive screen.

In detail, inSign 365 offers the following features:

- Signature: PDF documents with signature fields can be signed. Optionally, signature fields can be inserted by the user.
- Fill in: Form fields in PDF documents can be filled in. Optionally, form fields can be inserted by the user.
- Workflows with several people: External process participants (e.g. customers or partners) can be enabled to work independently online (filling in, signing).
- Document templates: create, edit, delete, download
- Operation management: status info, document download, deletion
- Electronic archive



3. Use of the service

- 3.1 The Licensor shall make the Online Services available to the Customer, subject to the availability specified in clause 4 below, on a central data processing system or several data processing systems (hereinafter, individually and collectively, "**Server**") for access via an internet connection. During the term of the contract, the Licensor shall make available on the Server the storage space required for the use of the Online Services.
- 3.2 Each access authorisation for inSign 365 entitles one natural and named person to use the Online Services on up to 3 different end devices. The use of an access authorisation by several persons is not permitted.
- 3.3 An account can be transferred to another person within the same company during the term. To request a transfer, an email including information about the details of the current and future user must be sent to service@getinsign.de. This service is subject to a fee, see section 10.4.
- 3.4 Delivery of the Online Services takes place at the router exit of the data centre in which the Server is located. The Customer is responsible for the Internet connection between the Customer and the data centre and the hardware and software required to establish such connection.
- 3.5 The Licensor is entitled to change the access data at any time upon reasonable notice.
- 3.6 The right of use is limited to use of the Online Services in the Customer's own electronic business transactions and to access via the URL <https://insign.is2.de/>. Automated use of user accounts is prohibited.
- 3.7 Unless expressly provided otherwise, the Customer is not entitled to lend, rent, lease, make accessible or otherwise transfer or make available the Online Services to third parties, e.g. as an application service provider. Only in the event of express consent by the Licensor shall the Customer be entitled to grant third parties, in particular employees of companies other than the Customer's company, access to the Online Services for use of the Online Services in the third party's own electronic business transactions. The number of natural persons who are authorised to access the Online Services shall be limited in total to the number of authorisations purchased by the Customer. If the Customer subsequently grants a third party access to the Online Services, the Customer shall impose the terms and conditions of use from the General Terms and Conditions inSign 365 on the third party and ensure that the third party complies with them at all times.
- 3.8 The Customer shall take reasonable precautions to prevent unauthorised access to the Online Services, in particular to protect the Online Services from unauthorised use. The Customer or the named users, respectively, are obliged to keep the user ID and password secret and not to make them accessible to third parties. Initial passwords are to be individualised immediately after receipt.
- 3.9 The Customer shall indemnify the Licensor against claims by third parties which are based on an unlawful use of the Online Services by the Customer or third parties authorised to use the Online Services or which arise from data protection, copyright or other legal disputes caused by the Customer in connection with the use of Online Services.
- 3.10 The Licensor is entitled to suspend access to the Online Services temporarily or permanently if there are clear indications that the Customer is violating or has violated these General Terms and Conditions and/or applicable law or if the Licensor has another legitimate interest in suspending access. When deciding on a suspension, the Licensor will give due consideration to the legitimate interests of the Customer.



4. Availability/maintenance

- 4.1 The availability of the Online Service is 99% on a monthly average. The calculation of availability does not calculate as downtime regular maintenance windows according to clause 4.2 as well as periods in which the Online Services are suspended due to a circumstance for which the Customer is responsible.
- 4.2 The Licensor carries out regular maintenance work daily between 3:00 a.m. and 4:00 a.m. German time. During this time, the Online Services may not be accessible.
- 4.3 In justified exceptional cases, the Licensor may also restrict availability at any time outside the regular maintenance window.

5. Support services

A help and support portal is available to the Customer on <https://www.getinsign.com/help-support/>. On such portal the Customer may request support for use of Online Services and may submit questions or error messages. Alternatively, the Customer may request support via email at support@getinsign.de.

6. Data protection obligation

- 6.1 All documents created via the application are automatically archived after 30 days. The archived documents are stored for the term of the contractual relationship in a German data centre of a German company. After the end of the contractual term, all documents will be deleted. During the contractual term, the data will be secured against loss in accordance with the current state of the art.
- 6.2 The Customer shall take appropriate precautions against data loss by downloading back-up copies regularly and in accordance with the importance of the data and storing them in its own systems.

7. Biometric data (AES)

- 7.1 inSign 365 records biometric signature data for the handwritten "advanced electronic signature" (AES) during the signing process. This is the time-related information on how the signature was generated by the person concerned (writing direction, writing pauses, etc.). This biometric data can be analysed and evaluated by a handwriting expert if necessary (only in the case of a court order). As this data requires strict protection, it is immediately encrypted by inSign 365 and thus secured against unauthorised access. After a handwritten signature process is completed, the biometric data is embedded as an encrypted package in the PDF document and thus archived. Management of the key is the responsibility of the Licensor, who will arrange for decryption if necessary.
- 7.2 In the event of a court order for a written opinion, the PDF document in question must be sent to service@getinsign.de together with the following information:
 - Copy of the court order for the preparation of a written opinion
 - Name and address of the expert (handwriting expert)
 - indication of which handwritten signature is to be decoded in the document



8. Limitation of liability

- 8.1 Insofar as liability is excluded or limited in accordance with the following paragraphs, this shall also apply to the personal liability of the Licensor's employees, other staff, bodies, representatives and vicarious agents.
- 8.2 The Licensor shall be liable without limitation under the Product Liability Act, in cases of the assumption of a guarantee or procurement risk, in case of assurance of a certain feature or specification, in the event of damage to property, in case of a financial damage caused intentionally or by gross negligence, as well as for intentional, grossly negligent or slightly negligent injury to life, limb or health.

Unless otherwise stipulated above, the Licensor shall not be liable for slight negligence unless the Licensor breaches a material contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract, the breach of which jeopardises the achievement of the purpose of the contract and the observance of which the Customer regularly relies on. In this case, however, the Licensor's liability shall be limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract.

- 8.3 The strict liability of the Licensor for a defect existing at the time of conclusion of the contract pursuant to § 536a para. 1 alt. 1 BGB (German Civil Code) is excluded.

9. Term of the authorisation to use; term of the contract and termination

- 9.1 The right of use begins with the provision of the Online Service on the server and the transmission of the access data to the Customer. It ends at the earliest after expiry of the term specified in the order and is automatically extended by terms of the same length if it is not terminated by either party one month before expiry of the respective term. In the event of a purchase in the webshop, the first term shall be extended by the trial period specified in the webshop for the Online Services (hereinafter "**Trial Period**"). The contract ends at date of expiration or termination of the right of use. Clauses 8 and 11 shall continue to apply after expiration or termination of the contract. Clause 6 shall apply after expiration or termination of the contract until the deletion of the data pursuant to clause 6.1.
- 9.2 The Customer is entitled to terminate the contract without notice during the Trial Period.
- 9.3 The Customer may give notice of termination within the software application, by email to service@getinsign.de, or otherwise via text form to inSign GmbH, Am Bäckeranger 2, 85417 Marzling, Germany.
- 9.4 Upon expiration or termination of the right of use the Customer shall no longer use the Online Services.
- 9.5 Fair Use Policy: The Licensor is entitled to terminate the contract without notice in the event of regular use of the infrastructure significantly in excess of normal use (on average 100 signatures/month per usage authorisation). This right of termination requires that the Licensor has notified the Customer of the excessive use in text form and that the Customer has not ceased such excessive use within 14 days of receipt of the notice or has not reached a contractual agreement with the Licensor on such excessive use. Further rights of the Licensor in the event of an excess of use in breach of contract shall remain unaffected.

10. Remuneration

- 10.1 The use of Online Services during the Trial Period is free of charge. Registering for more than one Test Period, e.g. by changing email addresses is not permitted.
- 10.2 The price for the use of Online Services can be viewed in the order or in the webshop prior to the purchase.



- 10.3 The remuneration for the term of a usage authorisation is due for payment on the first day of the term. If the Customer purchases Online Services in the webshop, payment for the first term shall be due on the first day after the end of the Trial Period.
- 10.4 The transfer of an account to another person will be charged with a service fee of € 25.00 per account plus VAT (if applicable).

11. Final provisions

- 11.1 This agreement shall be governed by and construed in accordance with German law, with the exception of its conflict of laws rules.
- 11.2 The place of jurisdiction for all disputes arising from this contract is Munich if the Customer is a merchant, a legal entity under public law or a special fund under public law. However, the Licensor shall be entitled to bring an action at any other statutory place of jurisdiction.
- 11.3 Should a provision of the contract be or become invalid, this shall not affect the validity of the remaining content of the contract. In such a case, the contracting parties shall endeavour to find a solution that corresponds to the current meaning in terms of its economic result. This shall also apply if a gap requiring supplementation becomes apparent during the performance of the contract.