

Terms and conditions

of Signosoft s.r.o.

with registered office at Za Poříčskou branou 4/334, 186 00, Praha 8

identification number: 243 07 190

Filed at the Commercial Register, kept at the Municipal Court in Prague, section C, insert 195118
for the use of the Application used for electronic signing and storage of contracts.

1. INTRODUCTORY PROVISIONS

- 1.1. These Conditions regulate the preconditions and conditions of the Customer's usage of the Provider's Application.

2. CONTRACT DEFINITIONS

2.1. These Conditions define the following contract expressions:

- a) **Application:** the Signosoft cloud-based Application operated by us at www.signosoft.cz, which allows Document signing in the Application.
- b) **Document:** any document a Customer creates in the Application.
- c) **Signatory:** a person who enters a contract or signs another Document in the Application without being a Customer.
- d) **Conditions:** these Signosoft Application conditions for Customers.
- e) **Signature:** electronic signature created in the Application.
- f) **Provider:** Signosoft s.r.o., with registered office at Za Poříčskou branou 4/334, 186 00, Prague 8, identification number: 243 07 190, filed at the Commercial Register, kept at the Municipal Court in Prague, section C, insert 195118
- g) **Subscription:** prepaying services package on a monthly, yearly or other term basis. Price of the Subscription is based on the number of Documents, which the Customer can utilize during the period.
- h) **Contract:** a contract between us and You is a statement of Your agreement with these Conditions.
- i) **Contracting parties:** us and you together, the term Contracting party refers to us as the Provider and you as the Customer.
- j) **Customer:** a person who is one of the Contracting parties of these Terms using the Signosoft Application for creating and signing Documents.

3. CONCLUSION OF A CONTRACT

- 3.1. A conclusion of a contract between us and You is concluded by You consenting to these Conditions in the Application.

4. TERMS OF USE OF THE APPLICATION

4.1. The Application is used to create Signatures in Documents created by the Customer.

4.2. When using the Application, you are obliged to mainly:

- a) not use the Application in a way that would in any way infringe our rights, these Terms or other arrangements referred to by these Terms or which would be contrary to legislation or good morals;
- b) not use the Application in a way that could in any way damage the use of the Application, disable or overload its functioning, as well as harm or limit other users;
- c) not to distribute through the Application in any form potentially harmful or otherwise illegal software or other code containing computer virus, spyware or malware, as well as not uploading files or other programs that could potentially damage, track or change the running of the network or device that is our property or a property of a third party;
- d) not attempt to interrupt or disrupt the security of the Application, its design, integrity, availability or in any way damage the Application, our administrator accounts, log in passwords, servers or network elements; and

- e) do not attempt to obtain or use unauthorized access to the Application and other computer systems, mainly by overcoming the security features of the Application

5. CREATING AND SIGNING DOCUMENTS IN THE APPLICATION

5.1. The Documents are created and signed in the Application as follows:

- a) You as the Customer will upload the Document in pdf format into the Signosoft Application.
- b) The Document can be edited in the Application by adding checkbox or a text field.
- c) You can add the Signature/s and the contact details of the Signatory/s. Select the type of Signature you will require from the Signatory or you can leave the choice up to him/her and send the Document to the Signatory.
- d) You can alter the sequence of the Signatures how they should be requested from the Signatories.
- e) The Document for Signing will be emailed to the Signatory. Upon opening the link, the Signatory will sign the Document in a way that is requested, or he/she chooses themselves.
- f) By clicking the button, the Signatory will verify his/her Signature, by verifying the Signature in the Application, the Signatory expresses a will to sign the Document.
- g) Signed Document is emailed to the Signatory and at the same time made available to You in the Application.
- h) Multiple Documents can be merged into one signing block and sent for Signing at the same time.

6. PRICE OF THE SERVICE AND PAYMENT TERMS

6.1. Free use

The Application can be used free of charge for creating set number of Documents by the Provider. These documents can be used by purchasing one of the Subscription levels.

6.2. Subscription

The Subscription can be directly purchased by the Customer from Signosoft company by prepaying the fee for the service on monthly, yearly or other regular basis, which we will let You know prior to the purchasing.

6.3. Level of subscription

We offer multiple levels of Subscription, depending on the number of Documents you can use during a given period, i.e., create and send for Signing. Specific details about the Signosoft Subscription are provided in the Application in section Your profile. To change the level of Your Subscription, choose a new level in section Plan upgrade in Your profile. The new level of Subscription will take effect in the next billing period.

Signosoft company can change from time to time the price of the Subscription and inform you in advance about these price changes. The price changes will take effect at the beginning of the Subscription period following the price changes. Subject to applicable law, you will accept the new price by further using the Signosoft service after the price change takes effect. If you do not agree with the price change, you reserve the right to reject it by cancelling the Subscription prior to the price change taking effect.

6.4. Renewal, cancellation of Subscription

The Subscription will be automatically renewed at the end of a given period, if you do not cancel your Subscription before the end of the current period in the Signosoft Application.

The cancellation will take effect the day after the last day of the current Subscription period, you will have access to the Signosoft service until the end of the billing period and Your version will be subsequently changed to the free version of the Application. Payments are non-refundable and prorated money or credit cannot be refunded for a partially used billing period.

6.5. Invoicing

The Signosoft membership fee will be charged to Your method of payment at a specific payment date, which is stipulated on the „Account management“ page. The length of your billing period is one month, i.e., 30 days or one year, i.e., 365 days, if paid annually.

6.6. Payment methods

In order for you to be able to use the Signosoft service, you must have access to the Internet and a device enabling you to use Signosoft, as well as providing us with one or more payment methods. „Payment method“ is considered current, valid and accepted payment method that can be time to time updated and which can include payments via Your account with a third party. If the primary method of payment will be declined or will no longer be available for a Subscription payment fee, you give us a permission to charge the fees to a different payment method tied to Your account. You are responsible for all unprocessed payments. If a payment is not successfully settled due to expiration, insufficient funds or due to another reason and you do not cancel your account, we can suspend your access to the service until we can successfully use your valid payment method. For some payment methods an issuer can charge fees, for example a fee for a foreign transaction or other fee associated with processing your payment method. Local taxes may vary. If you do not cancel your membership prior to the billing date, you authorize us to charge a fee to your method of payment for the membership for the next billing period (see section „Renewal, cancellation of Subscription“ above).

Your payment methods can be updated on the „Account management“ page. We can also update your payment methods with information provided to us by payment service providers. You give us a permission that even after such update, we may continue with charging the particular payment method or payment methods.

7. LIABILITY

- 7.1. Each of the Contracting parties is obliged to compensate for the damages caused to the other Contracting party according to valid legal regulations and a Contract. Both Contracting parties are bound to put forth maximum effort to prevent and minimize damages.
- 7.2. We are not responsible for the content of the Document, particularly for the compliance of the Document with legislative regulations or Your agreement with a third party. Furthermore, we are not liable for damages, lost profit or pecuniary damage if they were caused by a breach of Your obligations stipulated in these Conditions.
- 7.3. We do not provide a guarantee for the quality and functionality of the Application. Despite our and our suppliers' efforts, the connection outages can happen and therefore a flawless functioning of the Application cannot be guaranteed. In such rare cases, us or third parties are not obliged to pay for any direct or indirect damages arising due to the inability to connect to the Application.

8. CLAIM

- 8.1. In case We provide you with services that show performance defects, you have a right to file a complaint without further delay, either electronically via email: esign@signosoft.com or in a paper form.
- 8.2. Inability to connect to the Application due to failure of Your Internet connection or Your technical equipment or incompatibility of the Application and functions with Your expectations are not considered defects in performance.
- 8.3. You are obliged to exercise your rights from defects immediately once you discovered the defect or immediately after you were able to detect the defect. Filing a complaint must always be done in a written form. In the written complaint you must provide us with all the information necessary for investigating Your justification, mainly:
 - a) first and last name, contact information (telephone number, e-mail);
 - b) description of facts justifying the claim; and
 - c) documents related to the alleged claims.
- 8.4. Based on the information provided, we will decide whether the claim is justified, and we are obliged to review and settle the claim without delay. We are also obliged to inform about the result of the claim process no later than 30 days since the claim was filed.

9. DURATION AND TERMINATION

- 9.1. The contract is concluded for an indefinite period.
- 9.2. You expressly agree that the Contract will be fulfilled and that we will allow you the use of the Application prior to the expiration of the general period for the withdrawal from the Contract. With regard to the above, you do not have the right to withdraw from the Contract within 14 days of concluding the Contract.
- 9.3. Termination of the contract by the Customer is done by cancellation of his/her account in the Application. In case of termination of the Subscription in the Application, the customer's profile will automatically be changed to the free version using a given number of Documents by the Provider free of charge.
- 9.4. We can withdraw from the Contract in case of a significant breach of Contract by You, mainly in case you breach any of the conditions stipulated in paragraph 4.2. of these Terms and Conditions and also in case of inability to charge for payment for the Subscription.
- 9.5. The legal effects of the withdrawal go into effect the first day following the next invoicing period of the Subscription.
- 9.6. Termination of the Contract does not release any of the Contracting parties from settling their obligations from non-compliance to these obligations, including obligations arising during the term of this Contract.

10. INFORMATION ABOUT THE NATURE OF THE CONCLUDED CONTRACTS

- 10.1. On our part, you do not incur any increased costs for the usage of means of long-distance communication with us. You will not be charged any fees for Internet and telephone communication with us. However, you will still be required to pay standard fees to your service provider.
- 10.2. In regard to Your Application usage, we do not require you to pay a deposit or make any other payments.
- 10.3. The supervisory authorities that perform supervision over our activities and whom you can contact as entities for out-of-court settlements of consumer disputes regarding complaints are:
 - a) in field of consumer protection, the Czech Trade Inspection (Česká obchodní inspekce), located at Štěpánská 567/15, 120 00 Prague 2, Internet address: <https://adr.coi.cz/cs>;
 - b) in field of consumer protection at EU level, European Consumer Center for the Czech Republic, located at Štěpánská 567/15, 120 00 Prague 2, Internet address: <https://evropskyspotrebitel.cz/mimosoudni-reseni-sporu-adr/>.
- 10.4. Our activities in the area of trust-building services are also supervised by the Ministry of the Interior, located at Nad Štolou 3, 170 34 Prague 7, Internet address: <https://www.mvcr.cz/>.
- 10.5. The Contract is concluded in Czech language and is stored electronically for our internal use. Access to it will therefore not be possible.
- 10.6. The Application enables to conclude a Contact via interactive web interface.

11. FINAL PROVISIONS

- 11.1. These Conditions go into effect 1. 8. 2021.

