

## 1. General

SignSpace™ is a cloud based business platform for collaboration within and between organizations. SignSpace allows an organisation to share, refine, approve, sign and organise digital content in a secure way with its business partners and consumers.

SignSpace is released for pilot use in October 2017. The pilot version of the service demonstrates user experience for the business collaboration, electronic signatures, task management and document archiving. The pilot version has the most central components in place, but during the pilot phase SignSpace provides only capability for basic electronic signatures and the pilot version does not include all security features that are planned to be at place at the time when the commercial production use of the service will begin (scheduled to be early 2018).

SignSpace is provided by Suomen Tilaajavastuu Oy (“ST”), Business ID 2327327-1, Tarovsalmenkatu 17 B, 02600 Espoo, Finland.

These Terms of Service (“ToS”) shall govern ST’s provision of SignSpace service to legal entities or private entrepreneurs who use the service through an Organisation Account for their internal business purposes.

## 2. Definitions

Admin User	means a natural person who is granted right to add and remove Users in an Organisation Account and administer Customer’s subscriptions.
Customer	means the legal entity or private entrepreneur who is named as an account holder for an Organisation Account
Intellectual Property Rights	mean any patents (including utility models and rights to patent an invention), design patents, designs (whether or not capable of registration) and other like protection, copyrights and trademarks as well as any trade secrets and other information or know-how subject to statutory protection.
Organisation Account	SignSpace account for a legal entity identified by business ID or company number.
Service	means SignSpace service that is available from <a href="http://www.signspace.com">www.signspace.com</a> .
User	means Customer’s Admin User and other users that Admin User has linked to Customer’s Organisation Account
User ID	means User’s unique email address that is linked to one and only one Organisation Account.
User Guide	means the latest published version of SignSpace User Guide that is available in the SignSpace website.

### 3. Account registration

Customer's first User acts as an Admin User and creates Organisation Account for the Customer in the Service and accepts these ToS and Acceptable Use Policy on behalf of the Customer. Customer may later replace the original Admin User with another User.

### 4. Use of the Service

#### 4.1 Customer's right to use the Service

Customer and Customer's Users may use the Service for Customer's lawful business purposes for the duration of Customer's paid subscription period and in full compliance with these ToS, Acceptable Use Policy, SignSpace Privacy Policy and SignSpace Data Processing Attachment as such documents may be amended by ST from time to time.

Acceptable Use Policy contains detailed rules on what kind of use and behaviour in the Service is acceptable and how Customer and its Users may use the Service.

#### 4.2 Suitability of the Service for Customer's needs

Customer shall be responsible for the suitability of the Service for Customer's needs including, but not limited to, suitability of the electronic signatures created through the Service for Customer's needs.

#### 4.3 Limited functionalities and security features during the piloting phase

Customer acknowledges and agrees that during the piloting phase the SignSpace platform is a minimum viable product that is provided free of charge for production like pilot use to voluntary organisations and Users who use the Service at their own risk.

During the pilot, the Service does not have implemented all functionalities and security features that will be included in the first production use version that will be made commercially available. During the pilot the Service does not provide automated online service for validation of an electronic signature or validation the document that is signed by an electronic signature has not been tampered, however, the signed document can be validated in a manual process and evidence supporting the signing event can be collected in a manual process.

During the pilot ST may add, modify or delete functionalities and security features of the Service or its API.

#### 4.4 Users of an Organisation Account

Customer shall appoint in the Service its own Admin User(s). Admin User shall be authorised to subscribe and unsubscribe the Service, add and remove Users in Customer's Organisation Account and have access to all Content that is made accessible in the Service for anyone of Customer's Users, unless such content is defined to be accessible only to the named participants (defined access level is "private").

Customer shall be responsible for the activities of their Users undertake within the Service and for the Content that Customer's Users upload or create in the Service.

The Service may provide different user roles with different access and use rights. Currently available user roles and user management functionalities are described in the User Guide.

#### 4.5 User IDs and password

Each User shall use only his/her own SignSpace User ID. Customer's Users shall protect their User IDs, passwords and other SignSpace credentials against accidental disclosure to third parties. Customer or its User shall notify ST without delay in case of suspected loss, disclosure or unauthorized use of User's SignSpace User ID or other credentials.

ST shall be entitled to change the User's user name or password, and any other credentials that may be required for using the Service, where this is necessary for technical reasons or on some other grounds that ST considers to be justified. ST shall not be liable to pay compensation for modifying such credentials.

#### 4.6 Electronic signatures

Customer's Users may execute electronic signatures for documents in the Service. All electronic signatures created in the Service are basic electronic signatures as set out in the EU eIDAS Regulation (No 910/2014).

In the signing process ST acts as a third-party witness who witnesses (i) how the natural person signing a document was identified and by whom, (ii) how and when the signing transaction was completed and (iii) that the signed document has not been tampered after signing. After electronic signing, the document will be sealed in the SignSpace signing backend by attaching to the document an electronic seal that can later be used to verify whether the document has been tampered.

#### 4.7 Content

Customer shall be responsible for all Content that its Users upload or create in the Service. Customer warrants that Customer has sufficient rights to make its Content available in the Service and that no Content breaches any third-party Intellectual Property Rights, is illegal, obscene or abusive, contains malware or harmful code or is otherwise in breach of Acceptable Use Policy.

Customer grants to ST, solely for the purposes of ST providing the Service to Customer as described in the User Guide, a non-exclusive, irrevocable, royalty free, fully paid up, worldwide and transferable right to access and copy any Content that Customer's Users have uploaded or created in the Service and make such Content available to other SignSpace users through the Service in accordance with the selected access level and as described in the User Guide.

Customer grants to other SignSpace users a non-exclusive, irrevocable, royalty free, fully paid up, worldwide and non-transferable right to access and copy any Content that Customer's Users have downloaded in the Service and make such Content available to other SignSpace users through the Service as described in the User Guide and in a manner Customer may have specifically agreed with the recipients of such Content.

ST undertakes to keep Customer's Content confidential and not to use Content for any other purposes than for the purposes of providing the Service in accordance with these ToS.

#### 4.8 Sharing of Content

Collaboration and communication between SignSpace users can be organised in groups in different levels (such as Space and Thread) that are described in the User Guide. Each Space, Thread and other such groups will have one or several owners who are authorised to make decisions who can participate in the group as a member and to what extent the Content distributed in the group can be accessed by other users within the participating Organisation Accounts. Selected access level is visible to Users when they provide new Content in the Service.

Customer shall advise and instruct its Users on its internal policies and guidances concerning access to and sharing of Customer's Content in the Service. Customer shall be responsible for agreeing with its business partners on confidentiality obligations and restrictions of use that may apply to any Content that Customer provides to its business partners through the Service.

#### 4.9 Disk space

Customer shall pay for the disk space allocated to the Customer within the Service in accordance with the price list of the Service. During the piloting phase the disk space per Customer is limited as a default to 200 GB per each Organisation Account.

If the amount of disk space used by the Customer exceeds the subscribed and paid amount, Customer shall, upon 30 days of ST's written request thereof, either decrease the amount of Content under Customer's ownership in the Service or subscribe for separately charged additional disk space.

#### 4.10 Use through standard API

When separately agreed between the parties, Customer may integrate the Service with a ST accredited third-party IT system and use the Service through standard API provided by ST.

#### 4.11 Customer's equipment and software

Customer shall be liable for procurement, maintenance and operability of the hardware, software, network connections and other equipment that Customer uses for accessing the Service. Such Customer equipment and resources may not disturb or otherwise cause inconvenience for the Service or other users. Customer shall be liable for appropriately managing the data security of its own information systems.

#### 4.12 Feedback and development ideas

Customer and its Users may, at their sole discretion, provide feedback and development ideas to ST. ST may use such feedback and development ideas in the further development of the Service freely and without any obligation to provide any kind of compensation to anyone.

#### 4.13 Changes in the Service and API

ST may, from time to time, make changes to the Service and any API provided by ST. ST undertakes to notify reasonably in advance its customers through the SignSpace web pages on any material changes in the Service or its API.

#### 5. Subscriptions and service fees

Customer's subscription for the Service is effective starting from time when Customer's first User registered Organisation Account for the Customer until the end of the piloting phase. The piloting phase will end seven (7) days after ST notifies its customers on the expiry of the piloting phase. Customer may use the Service without charge for the duration of the piloting phase.

If Customer wishes to continue its use of the Service after the piloting phase, Customer shall accept ST's applicable terms and conditions for the Service and purchase a paid subscription for the Service. ST will publish subscription fees and other service fees on the SignSpace website.

#### 6. Payments

Annual subscription fees shall be invoiced in advance for the 12 months period starting from the date of subscription. Other service fees shall be invoiced in the manner indicated in the services price list, either on the date of subscribing to the service or in arrears after the performance of the service in question.

Payment term for all invoices shall be 14 days from the invoice date. The invoice must be paid on or before the due date. ST shall be entitled to collect delay penalty interest on delayed payments reckoned as of the due date in accordance with the Interest Act. ST shall be entitled to charge invoice reminder fees in accordance with ST's general services price list to cover the associated costs of processing invoice reminders. ST shall also be entitled to charge reasonable invoice collection costs or to assign the invoice for collection by another company.

ST shall be entitled to discontinue Users' access to the Service if Customer fails to pay all unpaid overdue invoices within two (2) weeks of ST sending a payment reminder. ST shall be entitled to collect reasonable compensation for re-activating the Service.

#### 7. Service Providers

ST may use third-party service providers and their services as a part of the Service. Such service providers may include entities providing or transmitting authentication services (such as Finnish TUPAS or mobile authentication) and electronic certification and verification services.

ST may use subcontractors for the provision of the Service.

#### 8. Processing of personal data

ST is the controller of personal data that is stored in SignSpace user register and SignSpace signing event register. Descriptions of the registers and their Privacy Policy are available on the SignSpace

web pages. ST processes all personal data stored in SignSpace user register and SignSpace signing event register in accordance with the applicable laws, these ToS and SignSpace Privacy Policy.

Customer shall be responsible for any personal data included in any Customer Content and is the controller of any personal data files arising out of Customer's Content. Customer may not include personal data in Customer's Content without first ensuring that SignSpace as a system is suitable for processing such personal data, that the selected access level that governs sharing of Content is suitable for the processing task at hand and that Customer performs its processing in full compliance with all applicable laws.

Starting as of 25 May 2018 SignSpace Data Processing Attachment governs ST's processing of Customer's personal data included in Customer's Content when Customer is the controller and ST is the processor processing personal data on behalf of Customer. SignSpace Data Processing Attachment will be available at the SignSpace website before commencement of the production use of the Service.

## 9. Data Security

Customer understands and acknowledges that no online environment or cloud service provides total data security nor can be completely secured against vulnerabilities.

ST shall be liable for ensuring that the provided level of data security in the Service complies with all applicable statutory requirements in Finland.

ST shall use in the provision of the Service data center(s) that are located within the European Economic Area and that provide data security level that is appropriate for the Service. During the piloting phase data center services are provided using ISO27001 certified services platform that is replicated in two physical data centers.

## 10. Limitation of liability

During the piloting phase the Service is provided strictly on "as is basis" and Customer is using the Service at Customer's own risk.

ST shall not be liable for any indirect or consequential damages arising from this agreement or Customer's use of the Service. ST's liability for any direct damages under this agreement shall not exceed in aggregate the calculatory monthly price for the Service at the point of breach of contract, excluding value added tax.

## 11. Term and termination

### 11.1 Termination without cause

Customer may terminate its subscription at any time through the Service. No refunds are available if Customer elects to terminate a paid subscription before the expiry of the paid period.

ST may terminate any subscription upon 6 months prior written notice to Customer, if ST decides to discontinue the Service. Upon such termination, ST shall refund Customer any subscription fees that are paid for period after the termination.

#### 11.2 Termination due to breach of contract

If Customer or its User has breached ToS or Acceptable Use Policy and, if such breach can be rectified, has failed to rectify such breach within 30 days of ST written notice thereof, ST may, by written notice to Customer, terminate Customer's all subscriptions with immediate effects and discontinue Customer's Users access to the Service.

ST may terminate Customer's subscriptions with immediate effects if Customer is declared bankrupt or Customer's business activities have been recorded as terminated in the trade register.

#### 11.3 Return of the Content of the Customer

Upon termination or expiry of Customer's subscription for reasons other than those set out in Section 11.2, ST undertakes to assist Customer in transferring Customer's Content in electronic format to Customer. ST may invoice for such assistance at the hourly rate set out in ST general price list.

After the piloting phase, Customer may request that all Content that Customer has created or introduced in the Service shall be deleted, except any signed documents that will remain in the Service available to signatories and their organisations.

ST will make all commercially reasonable efforts to migrate Customer pilot phase Content (at minimum all signed documents) to SignSpace production version. ST will inform Customer of the capabilities and process of migration before the end of piloting phase.

## 12. Force majeure

ST shall be not liable for delay and damage caused by an Force Majeure event beyond ST's control. Such force majeure events shall include, if not proven otherwise, inter alia, war or insurrection, flood or other similar natural catastrophe, interruptions in general traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott or other similar industrial action. A strike, lockout, boycott and other similar industrial action shall also be considered, if not proven otherwise, a force majeure event when the party concerned is the target or a party to such an action.

A force majeure event suffered by ST's subcontractor shall also be considered a force majeure event if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time.

ST shall announce force majeure on its website immediately after it arises if such an announcement is possible.

### 13. Amendments to these Terms of Service

ST shall be entitled to amend these ToS by announcing the amendments on the Services website one (1) month before such amendment takes effect. Customer may not continue to use the Service if Customer does not accept the amended ToS. Customer's continued use of the Service shall be considered to constitute acceptance of the amended ToS.

### 14. Assignment

The Customer shall have no authority to assign its right to use Services or any agreement concluded concerning the Services to a third party without prior written consent of ST.

ST shall be entitled to assign this agreement to a third party if ST assigns simultaneously its all business concerning SignSpace Service to the same third party.

### 15. Governing law and dispute resolution

This contractual relationship between the Customer and ST shall be governed by the laws of Finland. All disputes pertaining to the contractual relationship between ST and the Customer, to the Services and their use, or to the ToS shall be settled at the District Court of Helsinki.