

## SIGNSPACE GENERAL TERMS OF SERVICE

### 1. GENERAL

- 1.1 These SignSpace General Terms of Service (“**General Terms**”) are applicable to the SignSpace® Service (“**Service**”) of Platform of Trust Oy (“**Supplier**”) and its use by the customer entity (“**Customer**”) entering into an agreement with the Supplier concerning the provision of the Service. The Supplier and the Customer are jointly referred to as the “**Parties**” and each separately as a “**Party**”.

### 2. AGREEMENT DOCUMENTS

- 2.1 The Customer enters into the agreement concerning the Service (“**Agreement**”) with the Supplier and a person registers as a user of the Service (“**User**”) by following the registration process as available at the Supplier's web site located at [www.signspace.com](http://www.signspace.com) (“**Web Site**”).

- 2.2 The Agreement consists of the following documents, all of which form an integral and inseparable part of the Agreement in addition to what the Supplier and the Customer may have agreed separately:

2.2.1 These SignSpace General Terms of Service and the SignSpace Data Processing Agreement

2.2.2 The SignSpace Privacy Policy

2.2.3 The SignSpace Certification Policy and the SignSpace Certification Practice Statements for Electronic Signatures and Advanced Electronic Signatures

The documents described above shall be applied in the order described above so that in case of discrepancy, a document with a smaller number shall take precedence over a document over a larger number. For clarity, the terms set out in Sections 2.2.2 to 2.2.3 above are available at the Web Site.

- 2.3 If the Supplier and the Customer have agreed on additional terms concerning the Service by a separate agreement, such separate agreement document also forms an integral and inseparable part of the Agreement and shall, in case of discrepancy, take precedence over any other document forming the Agreement.

- 2.4 The use of the Service may require, from time to time, the use of goods or services provided by third parties. Any such third-party goods or services are provided solely subject to their applicable third-party terms and conditions. The Supplier shall not assume any liability on the part of such third parties. For the avoidance of doubt, the Supplier's liability for its subcontractors is set out in Section 17.2 below.

- 2.5 The use of the Service is subject to the terms and conditions of the Agreement at all times. The Customer must review and accept all terms and conditions of the Agreement prior to using the Service. The Customer must also ensure that any person it has authorized to become a User of the Service understands and complies with the terms and conditions of the Agreement at all times.

### 3. CUSTOMER ACCOUNTS AND USERS

- 3.1 The Service has two types of Customer accounts:

- 3.1.1 **Organisation Account.** An Organisation Account may only be created by a legal person. An Organisation Account is always linked to the Customer's business ID, and only one Organisation Account may be associated with a single business ID. The Customer entity of an Organisation Account is always the legal entity registering the account.
- 3.1.2 **Personal Account.** A Personal Account may only be created by a natural person for their own use. A natural person may have multiple Personal Accounts. The Customer entity of a Personal Account is always the natural person that has registered the Personal Account.

Organisation Accounts and Personal Accounts jointly and separately ("**Account**").

- 3.2 An Account is used by and on the behalf of the Customer by a User authorized by the Customer to use its Account. For example, a typical User of an Organisation Account would be an employee of the Customer. In the case of a Personal Account, the Customer and the sole User are always the same person.
- 3.3 A User may only use their own credentials to use the Service. A User must protect their User IDs, passwords, private keys and other credentials against any disclosure to third parties. The Customer and its authorized User must promptly notify any loss, disclosure or unauthorized use of the User's credentials to the Supplier.
- 3.4 The Customer shall change (and shall ensure that its authorized User changes) a password required for the use of the Service upon request of the Supplier if necessary due to data security risk to the Service. The Supplier shall have the right to change any credentials when this is required due to compelling technical reasons, security reasons or to other similar reasons. The Customer shall be responsible for its own expenses arising from any such change.

#### 4. ACCOUNT REGISTRATION AND MANAGEMENT

- 4.1 To open an Account, to be able to register as a User, and to be able to use the Service:
- 4.1.1 a natural person must be of at least sixteen (16) years old;
- 4.1.2 a person registering an Organization Account must have the right to represent the Customer in a capacity sufficient to open an Organization Account on the Customer's behalf;
- 4.1.3 complete, accurate and correct contact details and information as required by the Service must be provided; and
- 4.1.4 the use of a strong electronic identification service provided by a third party may be required to be able to use certain features of the Service and the renewal of such identification may be required at certain intervals.
- 4.2 It is strictly prohibited to provide incorrect or misleading information when registering an Account or when registering as a User.
- 4.3 An Organisation Account must always have at least one (1) admin User that manages the Organisation Account on the behalf of the Customer. An admin User may authorize other Users to use the Organisation Account and may promote such Users to admin Users. A Personal Account does not have a separate admin user role, as it may never

have more than one (1) User. In the case of a Personal Account, the Customer and the User are the same natural person.

- 4.4 An Organisation Account may have one or more Users who have been granted Trusted Admin user rights by an authorized legal representative of the Customer. Trusted Admin user rights allow the User to access all documents signed through the Organisation Account and access all materials except chat messages that are processed, created or shared under the Organisation Account including messages, tasks, files and other Customer materials.
- 4.5 The Customer may change the nature of their Accounts, merge Accounts or create additional Accounts as set out in at the Web Site and as enabled by the Service.

## 5. SERVICE SCOPE

- 5.1 The service descriptions setting out the functionalities and features of the Service are available at the Web Site. The Supplier provides the Service to the Customer substantially as set out at the Supplier's Web Site and as set out in the Agreement.
- 5.2 The Service uses public key infrastructure for electronic signing of documents. The Supplier operates the SignSpace Certification Authority ("**SignSpace CA**") that issues and revokes certificates for electronic signatures and advanced electronic signatures in accordance with its Certificate Policy and Certification Practice Statements. The SignSpace Certification Policy and The SignSpace Certification Practice Statements for Electronic Signatures and Advanced Electronic Signatures are published at the Web Site. Users can revoke certificates issued to their mobile device by using the revocation service available at the Web Site.
- 5.3 All electronic signatures created in the Service are either basic electronic signatures or advanced electronic signatures as set out in the EU eIDAS Regulation (No 910/2014).
- 5.4 The Service is used primarily via the Web Site, or when separately agreed, through APIs provided by the Supplier. When used through APIs, connections must be made to the standard APIs provided and supported by the Supplier. The Customer's APIs and any third-party APIs must be accredited by the Supplier.
- 5.5 A User of the Service may also download the SignSpace Key app from Apple's App Store or Google's Google Play to their mobile device. To use the SignSpace Key app, a User must:
- 5.5.1 use the SignSpace Key application only on a mobile device that is under the User's sole control (the ownership and centralized management of the mobile device by the User's employer are exempted from this restriction);
  - 5.5.2 always keep the mobile device secured by an access code or biometric ID; and
  - 5.5.3 revoke their private key immediately through the certificate revocation service if the mobile device is lost or if the User suspects that their private key is compromised.
- 5.6 The Supplier shall not be liable for the damage caused by the disclosure of a User's private key. A User's responsibility for their private key ends when the User has provided the Supplier with sufficient information to revoke the relevant certificate and

when the SignSpace Certification Authority has confirmed that it has received the request for revocation. The User shall make a request for revocation immediately after his/her private keys have been compromised or lost.

- 5.7 The scope of the Service is not fixed but may vary depending on which type of Service and plan the Customer chooses to order from time to time, selected from the standard service plans made available by the Supplier.
- 5.8 The Supplier reserves the right to make changes to the Service (including without limitation any APIs) at any time. If a change made by the Supplier has an adverse effect on the agreed contents of the Service or the agreed service levels, the Supplier shall inform the Customer of such change at least thirty (30) days before the effective date of the change. In such a case the Customer shall have the right to terminate the Agreement subject to thirty (30) days' prior written notice. The termination notice must be delivered to the Supplier in writing prior to the effective date of the change.
- 5.9 The Supplier shall always have the right but shall have no obligation to make without prior notification such changes to the Service that (a) concern or relate to the production environment of the Service and do not have an adverse effect on the agreed contents of the Service or the agreed service levels, (b) are necessary to prevent any data security risk to the Service, or (c) result from law or from an administrative order.
- 5.10 The Customer shall be responsible for its own expenses arising from any changes made in the Service, its APIs or its related certificates.

## **6. SERVICE LEVELS**

- 6.1 The Supplier shall use its commercially reasonable efforts to make the Service available on a 24/7 basis, however, without any warranty as to the availability of the Service at any particular time. The Customer agrees and understands that the Service is provided strictly on an "as is" and "as available" basis.
- 6.2 The Supplier shall have the right to suspend the provision of the Service for a reasonable period of time if this is necessary in order to perform installation, change or maintenance work in respect of the Service or if such suspension results from installation, change or maintenance work in respect of public communication networks. The Supplier notifies of such suspensions at the Web Site.
- 6.3 The Parties may agree on extended service levels, which may be subject to additional fees. If the Parties have agreed on extended service levels, the Service shall be provided to the Customer in accordance with such extended service levels.

## **7. CUSTOMER'S GENERAL OBLIGATIONS**

- 7.1 The Customer shall be responsible for ensuring that the Service is suitable for the Customer's needs, including without limitation ensuring the suitability of electronic signatures to the Customer's business.
- 7.2 The Customer shall be solely responsible for its use of the Service including any breach of the Agreement by the Customer or any of its authorized Users. The Customer shall ensure that any Users it authorizes to use the Service under the Customer's Account comply with the Agreement at all times and use the Service only in accordance with the Agreement. The Customer shall be responsible for any use of the Service under the Customer's Account.

- 7.3 The Customer shall advise and instruct its authorized Users on its internal policies and guidance concerning access to and sharing of the Customer's material in the Service. The Customer shall be responsible for ensuring that confidentiality obligations and restrictions of use do not restrict the sharing of such material to third parties within the context of the Service.
- 7.4 The Customer shall be responsible for paying any fees in accordance with the invoices sent by the Supplier.
- 7.5 The Customer shall be responsible for its own devices, systems, applications, connections and software used to access the Service, including their security.

## **8. ACCEPTABLE USE POLICY**

- 8.1 The Customer shall use and shall ensure that its authorized Users use the Service in accordance with the following acceptable use policy. The Customer shall ensure that the Service is not used:
  - 8.1.1 to engage in, promote or encourage any illegal activity or to violate, or encourage the violation of, the legal rights (including without limitation intellectual property rights) of others;
  - 8.1.2 under a false or forged identity or under incorrect or misleading information concerning the Customer or its authorized Users (including without limitation providing forged documents of any kind);
  - 8.1.3 under another User's credentials, passwords or private keys (whether revealed accidentally or shared intentionally);
  - 8.1.4 for any invasive, infringing, obscene, defamatory, offensive, harmful, harassing or fraudulent purpose or communication against third parties, the Supplier or its employees;
  - 8.1.5 to distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
  - 8.1.6 to violate security or integrity of any network, computer or communications system, software application or network or computing device (such violations to include without limitation unauthorized access, interception of data or traffic or falsification of origin);
  - 8.1.7 to interfere with the use of the Service, or the equipment used to provide the Service, by others;
  - 8.1.8 to disable, interfere with or circumvent any aspect of the Service;
  - 8.1.9 to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations ("spam"), including alteration or obscuring mail headers or assuming sender's identities; or
  - 8.1.10 to access any other product or service of the Supplier or its subcontractors in a manner that violates the Agreement.
- 8.2 The Supplier (and its subcontractors where appropriate) reserve the right, but assume no obligation, to review the Customer's and its authorized Users' use of the Service.

The Supplier (and its subcontractors where appropriate) may report suspected illegal activities to officials or other appropriate third parties, including the disclosure of appropriate information regarding the Customer.

- 8.3 If the Customer becomes aware that its use of the Service infringes the policy set out herein, the Customer agrees to immediately cease the infringing use of the Service without separate notice and shall ensure that its authorized Users do the same. The Customer agrees to comply with any requests of the Supplier as regards to the ceasing of any use of the Service that infringes the policies set out herein.
- 8.4 Without prejudice to any other remedies available to the Supplier, the Supplier shall have the right to suspend the provision of the Service and/or deny the Customer's and/or its authorized Users' access to the Service and/or revoke any private keys installed on User's mobile devices without first hearing the Customer or any User due to a data security risk to the Service or if law or an administrative order requires the Supplier to do so or if the Supplier becomes aware of or reasonably suspects any activities of the Customer or its authorized Users that infringe on the terms and conditions of the Agreement, including the policies set out in this Section 8.

## 9. FEES

- 9.1 A subscription to an Account may be a paid subscription or a free subscription with restricted functionality. The Supplier reserves the right to change and discontinue subscriptions from time to time by notifying the Customer of the matter at least thirty (30) days in advance of such change. The Customer shall have the right to terminate the Agreement upon the effective date of such change. If the Customer continues using the Service after such effective date, the Customer shall be deemed to have accepted the change. In such a case, the Supplier shall have the right to change the Customer's subscription to a subscription type that most closely matches the Customer's previous subscription type.
- 9.2 The subscription types and the fees applicable to the Service, as in force from time to time, are available at the Web Site. The actual fees for Service will vary depending on the Customer's use of the Service and the selected plan.
- 9.3 The annual subscription fees for the use of the Service are invoiced in advance starting from the date of the subscription. Any other fees are invoiced quarterly in arrears, unless agreed otherwise. All fee payments are final and non-refundable, unless set out otherwise in the Supplier's refund policy as in force from time to time and as available at the Web Site. Unused signatures covered by the annual subscription fee do not roll over to the following subscription period.
- 9.4 The term of payment of each invoice shall be fourteen (14) days net from the date of the invoice.
- 9.5 Interest on any amounts overdue shall accrue in accordance with the applicable Finnish Interest Act (Korkolaki 1982/633, as amended). The Supplier shall have the right to charge invoice reminder fees for late payments in accordance with its price list as in force from time to time. The Supplier shall also have the right to reasonable invoice collection costs or to assign the invoice for collection by a third party.
- 9.6 The Supplier reserves the right to increase the rates applicable to the Service once (1) per calendar year. The Supplier shall inform the Customer of such change at least thirty (30) days before the effective date of the change. In such a case the Customer shall have the right to terminate the Agreement on the effective date of the change.



The termination notice must be delivered to the Supplier in writing prior to the effective date of the change.

- 9.7 Unless noted otherwise, all rates and fees are set out without value added tax (VAT) or any other applicable sales tax, which shall be added to the rates and fees in accordance with the then-applicable tax laws and regulations.
- 9.8 The Supplier shall have the right to suspend the provision of the Service and/or deny the Customer's and/or its authorized Users' access to the Service and/or revoke any private keys installed on User's mobile devices without first hearing the Customer or any User if the Customer fails to pay all unpaid overdue invoices within fourteen (14) days from a written notice from the Supplier. The Supplier shall have the right to charge a fee for the reactivation of the Customer's and its authorized Users' rights to access the Customer's Account in accordance with the Supplier's price list as in force from time to time.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All rights, title and interest, including all intellectual property rights in and to the Service, the SignSpace Key application and any changes thereto shall belong exclusively to the Supplier or its licensors. Except for the express license to use the Service granted to the Customer and its authorized Users, the Customer or any User shall have no rights, license or interests in and to the Service or any Intellectual Property Rights pertaining thereto.
- 10.2 The Customer and its authorized Users shall have a limited non-exclusive, non-transferable, non-sublicensable right to use the Service and the SignSpace Key application during the term of the Agreement for the purposes set out in the Agreement.
- 10.3 All rights, title and interest, including all intellectual property rights in and to data that the Customer and/or its authorized Users have uploaded to the Service or have created within the Service ("**Customer Data**") and any changes thereto shall belong exclusively to the Customer or its licensors.
- 10.4 The Customer grants:
- 10.4.1 to the Supplier a worldwide, non-exclusive, perpetual irrevocable, fully paid up, royalty-free transferrable and sublicensable right to the Customer Data for the sole purpose of using the Customer Data for the purpose of providing the Service to the Customer and third parties using the Service in accordance with the access rights granted by the Customer to such third parties; and
- 10.4.2 to any third party using the Service which the Customer has authorized to access such Customer Data, a non-exclusive, perpetual, irrevocable, fully paid up, royalty-free, transferrable and sublicensable right to use such Customer Data for the purposes set out in the Agreement and for the purposes set out in such Customer Data.
- 10.5 The Customer and its authorized Users may, at their sole discretion, provide feedback and development ideas to the Supplier. The Supplier shall have a worldwide, non-exclusive, perpetual, irrevocable fully paid up, royalty-free transferrable and sublicensable right to use such feedback and development ideas in the further development of the Service without restrictions and without any obligation to provide any kind of compensation to any party.

**11. INDEMNIFICATION**

- 11.1 The Supplier agrees to defend the Customer, at the Supplier's own expense, against any third party claims or actions where a third party claims that the Service infringes upon Intellectual Property Rights of a third party valid in the European Economic Area (EEA), provided that the Customer:
- 11.1.1 notifies the Supplier of such claim immediately upon receipt of notice thereof;
  - 11.1.2 provides the Supplier, free of charge, with all available information, permissions and assistance;
  - 11.1.3 grants the Supplier the sole and exclusive right to control the defence of the claim; and
  - 11.1.4 does not agree on any settlement of such claim or action prior to a final judgment thereon by a competent court of law or court of arbitration, without the express prior written consent of the Supplier.
- 11.2 If the Customer has acted in accordance with Sections 11.1.1 to 11.1.4, the Supplier shall pay any damages agreed in a settlement or finally awarded to the third party claimant by a competent court of law or court of arbitration.
- 11.3 If the Supplier justifiably deems that the Service infringes or may infringe upon any third party rights, the Supplier shall have the right, at its own expense and in its sole discretion, to (a) acquire for the Customer the right to continue the use of the Service; or (b) replace the Service; or (c) modify the Service to the extent necessary to avoid the infringement, however so that the replaced or modified Service shall substantially conform to what has been set out in the Agreement.
- 11.4 If none of the alternatives defined in Section 11.3 are available to the Supplier on commercially reasonable terms and/or without the significant loss of time, the Supplier shall have the right to terminate the Agreement in whole or in part subject to a notice period set by the Supplier, upon which the Customer agrees to cease using the Service and the Supplier agrees to reimburse the fees paid by the Customer for the terminated Service, less a proportion equal to the time of use of the Service by the Customer.
- 11.5 The indemnity in this Section 11 shall not apply to, and the Supplier is not liable for any claim that (a) is based on a claim by any Customer affiliate; or (b) is based on the modification or alteration of the Service or a modification or alteration influencing the Service by the Customer or any third party; or (c) results from complying with any instructions, specifications or design given by the Customer or any third party under the command and control of the Customer; (d) arises or results from the use of the Service in combination with any software, equipment or products not developed or supplied by the Supplier or which are contrary to instructions given by the Supplier; or (e) could have been avoided by using the latest version of the Service made available by the Supplier to the Customer.
- 11.6 This Section 11 sets out the entire liability of the Supplier and the Customer's sole remedy in case of any infringement of any Intellectual Property Rights.
- 11.7 The Customer agrees to indemnify the Supplier, at the Customer's own expense, against any claims made towards the Supplier based on any Customer Data, including without limitation claims that the Customer Data infringes third-party intellectual property rights or that the Customer Data otherwise infringes applicable laws and/or



regulations. The indemnity obligation set out herein also extends to any third party using the Service which the Customer has authorized to access the relevant Customer Data.

## **12. PERSONAL DATA**

- 12.1 The Customer is the data controller regarding any and all personal data the Customer or its authorized Users upload to the Service. The Supplier (or its subcontractor where appropriate) processes such personal data on the behalf and for the benefit of the Customer in accordance with the Data Processing Agreement that forms a part of the Agreement.
- 12.2 The Supplier will also process personal data (or have such data processed) as regards the Customer and its authorized Users, for the purposes of providing and developing the Service. The Supplier is the data controller as regards such personal data and such personal data will be collected and processed in accordance with the Supplier's privacy policy as available on the Web Site. The Customer shall ensure that its authorized Users may access the Supplier's privacy policy.
- 12.3 The Customer represents and warrants that it has obtained all the necessary permits, authorizations and consents to let the Supplier process personal data as set out in the Agreement. The Customer shall be solely responsible for ensuring that it has the right to transfer personal data to the countries where the Supplier's and its hosting providers' servers are located.
- 12.4 By using the Service, the Customer understands and accepts that the Customer Data may be provided to the Supplier's subcontractors for the purposes of providing the Service as well as for other purposes set out in the Agreement. Furthermore, the Customer Data may be provided to third parties using the Service, as authorized by the Customer in the Service.

## **13. DATA SECURITY AND STORAGE**

- 13.1 The Customer understands and acknowledges that no online environment or cloud service provides complete data security, nor can a service be fully secured against all possible vulnerabilities.
- 13.2 All facilities used to store and process the Customer Data will adhere to reasonable security standards no less protective than the security standards applied by the Supplier to the storage and processing its own information of a similar type.
- 13.3 The Supplier uses data centres that are located within the European Economic Area for the processing of Customer Data.
- 13.4 The Supplier makes backups of the Service and the data stored therein in accordance with its standard practices. The Customer is however solely responsible for making appropriate backups of its data, including all Customer Data, and for ensuring that the Supplier's practices provide an appropriate level of backups for the Customer's needs. The Supplier or its subcontractors shall in no way be liable for any deletion of or failure to store any Customer Data or other communications stored to the Service.
- 13.5 The Supplier stores all Customer Data in the Service as follows:
  - 13.5.1 Signed documents are stored for ten (10) years from the last signature date of such document; and

- 13.5.2 all other Customer Data is stored for twelve (12) months from the creation of such data within the Service. The creation date is the date when a document has been first created in the Service or uploaded to the Service or when a message or chat comment has been sent.
- 13.6 The Parties may agree on the provision of extended archiving services, which are subject to additional fees. If the Parties agree on such extended archiving services, all Customer Data shall be stored in accordance with what has been agreed. Upon the termination of such extended archiving services, the Customer Data shall be retained as set out in Section 13.5 above, which shall apply retroactively (e.g. agreements having a last signature date over 10 years old will be removed upon the effective date of termination of such extended archiving service).
- 13.7 Upon the termination of the Agreement for any reason, the Supplier shall retain the Customer Data for thirty (30) days after the effective date of the termination and make the Customer Data available to the Customer via the Service. The Customer understands that Customer Data existing solely within the Service (such as created file structures or workflows) may not be returned to the Customer. The same applies to all messages and chat comments that have been marked as “private” by Users. After the thirty (30) days' period, the Supplier shall have the right to destroy the Customer Data from the Service. If the Agreement is terminated for convenience, the Customer may also choose to leave the Customer Data stored within the Service in accordance with what is set out in Section 13.5 by notifying the Supplier of the matter in writing within the thirty (30) day period set out herein.
- 13.8 Regardless of what has been set out above, Customer Data that has been shared to a third party using the Service remains visible to that third party in accordance with the agreement between the Supplier and such third party, or until the third party deletes such Customer Data from their own Account.
- 13.9 The Supplier reserves the right to store any Customer Data within the Service for as long as required to provide the Service to the Customer and to third parties, and the right to use such data for the sole purpose of providing the Service.

#### 14. CONFIDENTIALITY

- 14.1 Each Party shall keep in confidence all material and information received from the other Party and marked as confidential or which should be understood to be confidential (“**Confidential Information**”), and may not use such Confidential Information for any other purpose than those set forth in the Agreement. For the avoidance of doubt, the Supplier shall have the right to disclose Confidential Information of the Customer for the purposes of providing the Service, as authorized by the Customer in the Service.
- 14.2 The confidentiality obligation shall, however, not apply to material and information, (a) which is or later becomes generally available or otherwise public; or (b) which the receiving Party has received from a third party without any obligation of confidentiality; or (c) which was rightfully in the possession of the receiving Party prior to receipt of the same from the disclosing Party without any obligation of confidentiality related thereto; (d) which a Party has independently developed without any use of or reference to the Confidential Information received from the other Party; or (e) which a Party is required to disclose under any mandatory law or by order of a court or governmental body of competent jurisdiction.

- 14.3 Each Party shall promptly upon termination of the Agreement, or when the Party no longer needs the Confidential Information in question for the purpose of performing its obligations or exercising its rights under the Agreement, cease using the Confidential Information received from the other Party and, unless the Parties separately agree on destruction of such Confidential Information, return the Confidential Information in question (including all copies and reproductions thereof) to the other Party. Each Party shall, however, be entitled to retain the copies required by law or administrative orders applicable to such Party.
- 14.4 Notwithstanding the confidentiality obligation set forth herein, each Party shall be entitled to use the general professional skills and experience acquired in connection with the performance of the Agreement.
- 14.5 The rights and obligations related to the Confidential Information shall survive the termination or cancellation of the Agreement for a period of three (3) years from such termination or cancellation. The Supplier shall keep the Customer Data confidential perpetually.

## **15. WARRANTY DISCLAIMERS**

- 15.1 Except as expressly provided in the Agreement, the Supplier disclaims all warranties and obligations of any type relating to the SignSpace service, the SignSpace Key application and any electronic signatures executed in the Service, including any warranty of merchantability, fitness for a particular purpose, and any warranty of accuracy of information provided.
- 15.2 The Supplier does not warrant the non-repudiation of any signature, certificate or message or the accuracy, authenticity, quality, correctness or completeness of any content contained in the Service or the actual identity of any party using the Service.

## **16. LIMITATION OF LIABILITY**

- 16.1 The total aggregate liability of a Party towards the other Party under the Agreement shall not exceed per calendar year an amount corresponding to fifteen percent (15 %) of the fees (excluding VAT) paid by the Customer to the Supplier during the twelve (12) months preceding the event giving rise for the claim.
- 16.2 A Party shall not be liable for any indirect, incidental, or consequential damages such as loss of profits, revenue or business, damages caused due to decrease in turnover or production or loss, alteration, destruction or corruption of data even if the Party has been advised of the possibility of such damages.
- 16.3 All data contained in the Service is provided on an "as-is" basis. Such data may be provided by third parties and the Supplier does not have any means to authenticate or review such data. The Supplier assumes no liability for the accuracy, authenticity, quality, correctness or completeness of any data contained in the Service or provided via the Service and the Customer uses such data solely at its own risk.
- 16.4 The limitations of liability set out in this Section 16 shall not apply to damages caused by wilful misconduct or gross negligence or to liability under Section 11 (Indemnification) or Section 14 (Confidentiality).

## 17. OTHER TERMS

- 17.1 A Customer, may under certain use cases of the Service, be construed to be a consumer under applicable consumer protection laws. In such case, nothing contained in the Agreement shall restrict any rights a consumer may have under the applicable mandatory legislation. A consumer Customer accepts that the provision of the Service shall start immediately upon the coming into force of the Agreement, and that the consumer Customer therefore has no right to return the Service.
- 17.2 The Supplier shall be free to use subcontractors in the performance of its obligations under the Agreement. The Supplier shall be liable for the acts and omissions of its subcontractors under the Agreement as for its own.
- 17.3 The Supplier shall have the right to use its relationship with the Customer in its marketing and sales promotion activities.
- 17.4 Neither Party shall be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account at the time of entering into the Agreement, and whose consequences it could not reasonably have avoided or overcome. For instance, errors in public communication networks or electricity supply shall constitute such an impediment. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the Party concerned is the target or Party to such action. A force majeure event suffered by a subcontractor of Party shall also discharge such Party from liability, 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. Each Party shall without delay inform the other party in writing of a force majeure event and the termination of the force majeure event.
- 17.5 All amendments to the Agreement shall be made in writing and shall be confirmed by both Parties' signatures.
- 17.6 Neither Party shall be entitled to assign nor transfer its rights, benefits and obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Supplier shall, however, have the right to assign the Agreement to its group company, or to a third party in connection with a sale or transfer of its business or a relevant part thereof.
- 17.7 The Supplier shall have the right to update these General Terms as well as any generally applicable documentation forming a part of the Agreement (i.e. documentation that has not been specifically negotiated with the Customer), at its sole discretion. The Supplier shall notify the Customer of such update at least thirty (30) days in advance. Should the Customer not accept the updated General Terms, the Customer shall have the right to terminate the Agreement by a written notice to the Supplier, effective as of the effective date of the new General Terms.
- 17.8 Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of the Agreement shall be deemed to so survive.

## 18. TERM AND TERMINATION

- 18.1 The Agreement shall remain in force until terminated by a Party. The Customer shall have the right to terminate the Agreement for convenience by a written notice with immediate effect at any time. The Supplier shall have the right to terminate the Agreement for convenience by a six (6) months' written notice to the Customer.

- 18.2 A Party may terminate the Agreement for cause with immediate effect upon written notice to the other Party if:
- 18.2.1 the other Party becomes insolvent, applies for or is adjudicated in bankruptcy or liquidation or corporate restructuring or otherwise ceases to carry on its business; or
  - 18.2.2 the other Party is in material breach of the terms and conditions of the Agreement and fails to remedy such breach (if the breach is of such a nature that it can be remedied) within thirty (30) days from the date of receipt of a written notice by the non-defaulting Party, such written notice detailing the breach and the intention to terminate.
- 18.3 Upon the termination of the Agreement, any fees owed by the Customer shall become immediately due. The Customer may be entitled to a refund of fees paid in advance in accordance with the Supplier's refund policy as in force from time to time and as available at the Web Site.

## **19. GOVERNING LAW AND DISPUTES**

- 19.1 The Agreement shall be governed by and construed in accordance with the substantive laws of Finland, excluding its choice of law provisions.
- 19.2 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland.
- 19.3 Notwithstanding anything set out in Section 19.2 above, the Supplier shall have the right to claim unpaid Fees in a public court.
- 19.4 Notwithstanding anything set out in Section 19.2 above, a consumer Customer shall have the right to settle any dispute, controversy or claim arising out or relating to the Agreement, or the breach, termination or validity thereof in a public court either where the Customer is domiciled or where the Supplier is domiciled. If there is no other competent court of law as regards the matter, the matter shall be resolved in the District Court of Helsinki as the court of first instance.
- 19.5 A consumer Customer also has a right to submit a dispute concerning the Agreement to the Consumer Disputes Board ([www.kuluttarjariita.fi](http://www.kuluttarjariita.fi)), the decisions of which are recommendations in nature. Prior to submitting a matter to the Consumer Disputes Board, the consumer Customer is directed to the Finnish magistrates' consumer advisors ([www.kuluttajaneuvonta.fi](http://www.kuluttajaneuvonta.fi)). A consumer Customer also has the option of disputing the matter at the on-line dispute resolution platform of the European Commission (<https://ec.europa.eu/odr>).

**SIGNSPACE DATA PROCESSING AGREEMENT****1. SCOPE**

- 1.1 This Data Processing Agreement is an Appendix to the Agreement between the Supplier and the Customer. This Data Processing Agreement covers all Processing of Personal Data under and in connection with the Agreement.
- 1.2 This Data Processing Agreement is an integral and inseparable part of the Agreement and is subject to the terms and conditions of the Agreement.

**2. DEFINITIONS**

- 2.1 **“Agreement”** means the Agreement between the Customer and the Supplier concerning the provision of the Supplied Services, always including the SignSpace General Terms of Service.
- 2.2 **“Controller”** means anyone who alone or jointly with others determines the purposes and means of the Processing of Personal Data.
- 2.3 **“Data Protection Regulation”** means the General Data Protection Regulation (679/2016) of the European Union, any other applicable national data protection provisions, and any regulations and instructions issued by the data protection authorities.
- 2.4 **“DPA”** means this Data Protection Agreement.
- 2.5 **“Personal Data”** means any information relating to an identified or identifiable living natural person.
- 2.6 **“Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 2.7 **“Processor”** means a natural or legal person, public authority, agency or other body which Processes Personal Data on the behalf of the Controller.
- 2.8 **“Sub-Processor”** means a natural or legal person, public authority, agency or other body which Processes Personal Data for a Processor and on the behalf of the Controller.
- 2.9 **“Supplied Service(s)”** shall mean the Service set out in the Agreement as well as any other services agreed to be supplied to the Controller by the Supplier under the Agreement.

**3. ROLES**

- 3.1 Unless agreed otherwise, the Customer is the Controller of Personal Data processed under this DPA and the Supplier is a Processor of such Personal Data.
- 3.2 In cases where the Customer processes Personal Data to which a third party is the Controller, the Customer is a processor of such Personal Data and the Supplier is a Sub-Processor. in this case, what has been set out as regards the rights of the



Controller shall apply to the Customer as the processor of the Controller's Personal Data, and the Controller shall use its rights through the Customer.

- 3.3 The Supplier is never a Controller of any Personal Data processed under this DPA. For clarity, the Supplier may be a Controller for Personal Data it has collected under its applicable Privacy Policy, but such Personal Data is solely subject to the Supplier's Privacy Policy.

## **4. NATURE AND PURPOSE OF PROCESSING**

### 4.1 Nature and Purpose

4.1.1 The Supplier Processes the Controller's Personal Data in order to provide the Supplied Services. In the course of the provision of the Supplied Services the Supplier will Process Personal Data for the purposes of delivery of the Supplied Services, billing, Controller support, prevention and investigation of errors or misuse of the Supplied Services, measuring quality and performance of the Supplied Services and for the further development of the Supplied Services.

### 4.2 Scope and Duration

4.2.1 The Supplier Processes the Controller's Personal Data to the extent such processing is necessary for the purposes set out in Section 4.1.1 above. In any case, the Supplier will Process the Personal Data for as long as the Controller is using the Supplied Services. Upon the termination of the Agreement for any reason, the Supplier shall cease to Process the Personal Data and shall return to the Controller or delete the Personal Data in the manner described in the Platform of Trust General Terms of Service.

### 4.3 Types of Personal Data and categories of data subjects

4.3.1 Categories of data subjects may include Customer's or its end-customers or their service providers' contact persons, employees, users, clients and other natural persons whose Personal Data Customer elects to process via the Supplied Services, the extent of which is determined and controlled by the Customer.

4.3.2 Types of Personal Data include Personal Data that Customer or its users have submitted, stored, sent or received via the Supplied Services such as name, contact information, role and data subject's other attributes, the extent of which is controlled by the Customer.

## **5. CONTROLLER'S RESPONSIBILITIES AND RIGHTS**

5.1 The Controller shall take all necessary measures to ensure that the Controller acts in full compliance of the Data Protection Regulation when Controller uses the Supplier to Process such Personal Data.

5.2 The Controller has the right to give binding written instructions to Supplier on the Processing of personal. The Parties note that the Agreement, and in particular this DPA constitute the Controller's exhaustive binding instructions as regards the processing of personal data under the Agreement.

- 5.3 The Controller shall be solely liable for having all the necessary rights, consents and agreements for the Processing of Personal Data as described in the Agreement. The Controller shall be liable for the documentation of the Processing. The Customer is responsible for the validity and integrity of the Personal Data it provides to the Supplier. The Controller shall also be responsible for communicating with the Data Protection authorities as well as providing them with all the necessary notifications. The Controller is responsible for drafting necessary privacy notices and providing them to the Data Subjects.

## **6. PROCESSOR'S RESPONSIBILITIES AND RIGHTS**

- 6.1 The Supplier shall Process Personal Data in compliance with the Data Protection Regulation and in accordance with the Agreement and the Controller's binding written instructions. The Supplier shall notify the Controller without undue delay if the Supplier considers that the Controller's instructions infringe the Data Protection Regulation. In such event, the Supplier also retains the right to immediately stop following the Customer's instructions and cease all Processing activities. The Supplier is entitled to postpone the Processing until the Customer either changes the instructions or until the Parties have otherwise agreed on the Processing.
- 6.2 The Supplier shall keep the Controller's Personal Data confidential and shall not disclose such Personal Data to any third parties or use the Personal Data in any other way in contradiction with the Agreement. The Supplier shall also ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 6.3 The Supplier shall implement all appropriate technical and organisational measures necessary in order to combat and protect the Personal Data against unauthorised or unlawful Processing and protect the Personal Data against unintentional loss, change, destruction or damage. During the implementation of the Supplied Services, the sensitivity of the Personal Data as well as the costs of the obtainable technical options will be taken into consideration in proportion to the special risks related to the Processing. The Customer shall notify the Supplier about all information related to the Personal Data, which could affect the organizational and technical measures pursuant to this DPA. Such information could be, e.g. different risk analyses, the type and sensitivity of the Personal Data as well as information relating to special categories of Personal Data.
- 6.4 The Supplier shall assist the Controller (taking into consideration the nature of Processing) by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to and to fulfil requests from data subjects exercising their rights laid down in Chapter III of the GDPR.
- 6.5 Supplier shall assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (implement security measures, manage Personal Data breaches, conduct data privacy impact assessments and participate in prior consultations with the supervisory authority) taking into account the nature of the Processing and the information available to Supplier. The Supplier is obligated to assist the Controller only within the limitations of what is set out in the Legislation regarding obligations of the Processors of Personal Data.
- 6.6 The Supplier shall make available to the Controller all information necessary for the Controller to demonstrate its compliance with the obligations of a Controller.

- 6.7 The Supplier shall without delay inform the Controller of all requirements and inquiries made by the data subjects or data protection authorities concerning the Controller's Personal Data. The Supplier is not obligated to represent the Controller nor act on behalf of the Controller with respect to the Data Protection Authorities.
- 6.8 The Supplier is entitled to collect anonymous and statistic data related to the services pursuant to the Agreement. The data does not specify the Customer nor the Data Subjects and is used for analytic and development purposes.

## 7. PERSONAL DATA BREACHES

- 7.1 The Supplier shall inform the Customer of all Data breaches related to the service without undue delay after receiving such information.
- 7.2 Upon request, the Supplier shall without undue delay provide the Customer with all relevant information related to the personal data breach. If available, the following information shall be attached to the notification:
- 7.2.1 a description of the personal data breach and the circumstances leading to it;
  - 7.2.2 a description of the nature of the data breach, including, when possible, the sets of Data Subjects and the estimated number affected by the breach as well as the sets of Personal Data types and the estimated number affected by the breach;
  - 7.2.3 a description of the likely consequences caused by the personal data breach; and
  - 7.2.4 a description of the reparative measures taken or planned to be taken in order to avoid such personal data breaches in the future, and when necessary, the measures taken to minimize the harmful effect of the personal data breach.
- 7.3 The Supplier shall examine all the circumstances that lead to the personal data breach and enact reparative measures in order to minimize the harmful effects of the personal data breach and to prevent personal data breaches in the future. The Supplier shall document this process and report the results and measures carried out to the Customer. The Controller is responsible for providing all the necessary notifications to the Data Protection Authorities.

## 8. AUDIT

- 8.1 The Controller has the right, at its own cost, to audit the Supplier's and its sub-Processor's compliance with this DPA. Unless otherwise agreed, the Controller shall appoint an independent third-party expert as an auditor. The auditor cannot be a competitor of the Supplier. The Supplier has the right to reject an auditor that does not meet this criterion.
- 8.2 The Controller shall notify the Supplier of the audit no less than two (2) weeks in advance. The Customer and the Supplier shall agree on the specifications and time of the auditing ahead of time and no later than 14 workdays before the audit. The auditor shall commit to confidentiality prior commencement of the audit. The level of confidentiality obligations shall be at least the same as agreed in the Agreement.

8.3 The auditing shall be performed in a way that does not disrupt the service performance of the Supplier or its Subcontractors and does not impede upon the obligations that they might have towards third parties.

8.4 The Supplier shall participate in the audit at its own cost.

## **9. LOCATION OF PERSONAL DATA**

9.1 The Supplier shall be entitled to transfer Personal Data freely within the European Union and the European Economic Area. The Controller is entitled to receive information regarding the location where the Controller's Personal Data is Processed at any time upon request.

9.2 The Supplier shall not transfer the Controller's Personal Data outside the European Economic Area without the Controller's prior written consent unless expressly agreed otherwise in the Agreement.

9.3 If the Customer gives consent for the Processing and authorizes the Processor to enter into agreements on its behalf regarding the provisions and Standard Contractual Clauses about Controller's rights and obligations, the Supplier and its Subcontractors are entitled to Process Personal Data in third countries if: a) The country fulfils the Data protection requirements set by Article 45 of the General Data Protection Regulation (679/2016) of the European Union; b) The Standard Contractual Clauses are used in the transfer; c) the party residing outside of the EU/EEA territory is part of the Privacy Shield Personal Data transfer mechanism; or d) the contractual provisions regarding Personal Data protection are otherwise agreed upon in a way that meet the requirements set in Article 46 of the General Data Protection Regulation (679/2016) of the European Union.

## **10. SUB-PROCESSORS**

10.1 The Controller grants the Supplier a general authorisation to engage Sub-Processors located within the European Economic Area. The Supplier undertakes to agree on such Processing of Personal Data with each sub-Processor in writing so that the sub-Processor is bound by restrictions regarding Processing that are at least as restrictive than those set out in this DPA.

10.2 The Controller is entitled to receive information of Sub-Processors used by the Supplier from time to time and any changes that the Supplier makes in the use of Sub-Processors. If the Controller does not accept the change of a Sub-Processor, the Controller shall have the right to terminate the Agreement for the part concerning the relevant Supplied Service with immediate effect. If the Controller has reasonable grounds, it is entitled to oppose the use of a new Sub-Processor. The Controller shall notify the Supplier of its opposition without delay and no later than fourteen (14) days after receiving the notification from the Supplier. If the Parties do not reach a consensus on the use of a new Sub-Processor, both Parties are entitled to terminate the Agreement with thirty (30) days' notice, in so far as the change of Sub-Processor would affect the Processing of the Personal Data pursuant to the Agreement.

## **11. MAINTENANCE, DELETION AND RETURN OF PERSONAL DATA**

11.1 During the term of the Agreement, the Controller shall be responsible for the maintenance of its Personal Data and for the deletion of any unnecessary Personal Data. During the term of the Agreement, the Supplier may not delete the Controller's Personal Data otherwise as set out in the Agreement without the Controller's explicit

request for such deletion. However, the Supplier may correct any obvious errors in such data such as erroneous country codes for telephone numbers on its own initiative as a part of its normal service maintenance operations. The Supplier shall notify the Controller in writing of any performed corrections.

- 11.2 Upon the termination of the Agreement for any reason, the Supplier shall retain the Controller's Personal Data for thirty (30) days after the effective date of the termination and make such Personal Data available to the Controller via the Supplied Services. After the thirty (30) days' period, the Supplier shall have the right to destroy the Personal Data of the Controller from the Service. The Supplier is entitled to retain Personal Data over the period of thirty (30) days if applicable legislation so demands.

## **12. RECORDS OF PROCESSING ACTIVITIES**

- 12.1 The Supplier shall keep available records regarding Processing activities to the Controller.

## **13. SERVICE FEES**

- 13.1 The Supplier shall be entitled to charge the Controller in accordance with Supplier's price list as in force from time to time for the tasks the Supplier has performed at the Controller's request pursuant to this Data Processing Agreement to the extent the performance of such task is not included in the standard Supplied Services fees for the Supplied Service in question.

## **14. LIMITATION OF LIABILITY**

- 14.1 The total aggregate liability of a Party towards the other Party under the Agreement shall not exceed per calendar year an amount corresponding to the fees (excluding VAT) paid by the Controller to the Supplier during the twelve (12) months preceding the event giving rise for the claim.
- 14.2 A Party shall not be liable for any indirect, incidental, or consequential damages such as loss of profits, revenue or business, damages caused due to decrease in turnover or production or loss, alteration, destruction or corruption of data even if the Party has been advised of the possibility of such damages.
- 14.3 The limitations of liability shall not apply to damages caused by wilful misconduct or gross negligence

## **15. OTHER PROVISIONS**

- 15.1 This DPA enters into force when both Parties have signed the Agreement. This DPA shall remain in force as long as the Agreement is in force or as long as Parties have obligations that concern Personal Data Processing towards each other.
- 15.2 If the Parties have obligations that are meant to remain in force after the expiration of the Agreement and this DPA, such obligations remain in force even after the termination of this DPA.

## **16. CONTACT PERSONS**

- 16.1 The Controller shall provide the Supplier with the name and contact details of the person(s) within their organisation being responsible for the Processing of the Controller's Personal Data and data protection.

16.2 Contact information of the Supplier's Data Processing Officer:

Email:	dpo@vastuugroup.fi
Mail Address	Platform of Trust Oy c/o Vastuu Group Oy Data Protection Officer Tarvonsalmenkatu 17 B 02600 Espoo Finland