

SIGNiX.net Terms of Service

Last Updated: July 17, 2020

SIGNiX provides an Internet-based and hosted digital signature, electronic notarization, identity authentication, and document workflow solution that enables digital signature and electronic notarization of documents via <https://signix.net>.

These Terms of Service (“Terms”) govern your access to or use of <https://signix.net>, its features, services, products, and applications offered (collectively, the “Service”). Please read this document carefully, as it constitutes a binding legal agreement between you (“user,” “your,” “you”), and (“SIGNiX,” “we,” “our,” “us”). **By using the Service, you agree to the Terms, including the mandatory arbitration provision, jury trial waiver, and class action waiver in Section X, below. If you do not agree with any of these Terms, do not access or register to use the Service.**

These Terms apply to any access to or use of the Service, provided that if you are a Partner or Customer who executed a separate service agreement with SIGNiX (a “Service Agreement”), these Terms will apply only to the extent such use of or access to the Service is not already governed by your Service Agreement.

Section I. Eligibility and Access

Age. If you are a minor (you are under 18 years of age or the age of legal majority where you live), you may not use our Service without the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a minor, you agree to be fully responsible for the minor’s acts or omissions in relation to our Service.

Authorization. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity). You hereby certify you are legally permitted to use the Service, and take full responsibility for the selection, access, and use of the Service.

Section II. Consents

Consent to Electronic Transactions. To use our Service, you are required to affirmatively consent to conduct electronic transactions and receive electronic communications. This includes your consent to: (i) send and receive documents electronically; (ii) conduct business and complete transactions electronically; (iii) receive all communications related to your use of the Service through electronic means. You understand that you are not required to give legal consent and may opt to use physical signature; however, if you decline, you will not be able to use our Service.

Consent to Identity Verification and Authentication. If required to complete a transaction, you consent to SIGNiX verifying and authenticating your identity using third-party services. These methods may include but are not limited to knowledge-based authentication, audio and video conferencing technology, and SMS text or email verification.

Consent to Recording of eNotaryDoX Transactions. By using our eNotaryDoX product, you expressly consent that SIGNiX may, for legal or business purposes, record and store any and all data from your transaction, including but not limited to: identity and account information, audio recordings, video recordings, photos or images, results of identity verification or credential analysis, transaction documents, and any other information collected during or required to complete the transaction. This paragraph is subject to our Data Retention Policies outlined in Section III.

Section III. Your Responsibilities

You are Responsible for Protecting Your Account from Unauthorized Access. To access the Service, you must register for an account and provide information which may include, at a minimum, your name, email address and a password. Certain portions of the Service may require additional information to identify and authenticate your identity, including your mobile number, address, and Social Security Number. You acknowledge and agree that all information you provide is correct, current, and complete.

Upon completing registration, you will receive a username and password (your “credentials”). These credentials and your account are personal to you. You are responsible for: (i) keeping your credentials confidential; (ii) preventing unauthorized access to the Service using your credentials or other security information; (iii) notifying us immediately of any unauthorized access to or use of your credentials or any other breach of security; (iv) exiting from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your credentials or other personal information. We have the right to disable any username, password, or other identifier if we have a reasonable basis to believe you have violated any provision of these Terms.

You are Responsible for Retaining Your Transaction Data. Unless otherwise specified in a Service Agreement, SIGNiX has no contractual obligation to you to retain or store any data related to any transaction, or for any period of time after the completion of your transaction. It is your responsibility to download and retain any and all available information and data related to a transaction, including but not limited to: identity and account information, audio recordings, video recordings, photos or images, results of identity verification or credential analysis, transaction documents, and any other information collected during or required to complete the transaction. SIGNiX will not be responsible or liable to you for the unavailability of any data. You further understand and agree that SIGNiX may transmit, process, store, or disclose your data: (i) as necessary to provide our services; (ii) to comply with a request of a regulatory or governmental authority; and (iii) as otherwise may be required by law.

You are Responsible for Determining Whether the Service is Appropriate for Your Intended Purpose. You understand and acknowledge that certain types of transactions may require physical signature or in-person notarization. SIGNiX does not review the contents of documents or give legal advice of any kind, so it is your sole responsibility to determine

whether our Service is appropriate for your needs or will serve your intended purpose. SIGNiX is not responsible for any rejection or unenforceability of a digital signature or electronic notarization.

Other Prohibited Conduct. You shall not, at any time, use the Service to: (i) provide any false, incomplete, inaccurate, or misleading information; (ii) engage in any unethical or deceptive conduct; (iii) impersonate a person or entity or misrepresent your affiliation with a person or entity; (iv) engage in conduct that violates applicable federal, state, local, or international law or regulation; (v) attempt to gain access to any portion of the Service for which you are not authorized to access; or (vi) violate any provision of these Terms.

Section IV. Privacy Policy and Changes to These Terms

Privacy Policy. By using the Service, you agree to our Privacy Policy which governs the ways we collect and use the information you provide to us when accessing or using the Service.

Updates to the Terms of Service. We reserve the right, in our sole discretion, to revise and update these Terms in whole or in part at any time. The “Last Updated” section at the top of this page serves as notice to you of the last date of modification of these Terms. You are expected to check this page frequently to be aware of any changes. Your use of the Service, at any time, means that you accept and agree to the then-current Terms of Service.

Section V. Our Intellectual Property Rights

The entire contents, features, and functionality of the Service, (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by SIGNiX, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Except for user contributions made by you or on your behalf, you must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, or transmit any of the material on our website or Service. If you provide any other person with access to any part of the Service in breach of the Terms of Service, your right to use the Service will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Service or any content therein is transferred to you, and all rights not expressly granted are reserved by the SIGNiX. Any use of the Service not expressly permitted by these Terms is a breach of contract and may violate copyright, trademark, and other laws.

SIGNiX, the SIGNiX logo, “MyDoX”, “EnterpriseDoX”, “PharmaDoX”, “eNotaryDoX”, “ReadyDoX”, “TaxDoX”, “TotalAudit”, “Independent ESignature” and all related names, logos, product and service names, designs, and slogans are trademarks or registered trademarks of SIGNiX or its affiliates or licensors in the United States and in other countries. You may not use such marks without the prior written permission of SIGNiX. All other names, logos, product and service names, designs, and slogans on the Service are the trademarks of their respective owners.

Section VI. Our Disclaimers

“AS IS” AND “AS AVAILABLE” SERVICE. YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE IS AT YOUR OWN RISK. THE SERVICE, ITS CONTENT AND ANY SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SIGNiX NOR ANY PERSON ASSOCIATED WITH SIGNiX MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER SIGNiX NOR ANYONE ASSOCIATED WITH SIGNiX REPRESENTS OR WARRANTS THAT: (i) THE SERVICE, ITS CONTENT OR ANY SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED; (ii) DEFECTS WILL BE CORRECTED; (iii) THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (iv) THE SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS; (v) A DIGITAL SIGNATURE OR ELECTRONIC NOTARIZATION WILL BE ACCEPTED FOR YOUR INTENDED PURPOSE BY ANY THIRD PARTY, INCLUDING A COURT, GOVERNMENTAL AGENCY, PRIVATE INDIVIDUAL OR ENTITY, OR ANY OTHER AUTHORITY.

Viruses or Destructive Code. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE OR ANY SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

No Legal Advice. Any information provided to you regarding laws or regulations pertaining to digital signature, electronic signature, electronic notarization, or other Services is provided for general informational purposes only and is not intended to be a substitute for legal advice. We are neither lawyers nor a law firm, are not licensed to practice law in any state, and do not provide legal advice of any kind.

Third-Party Service Providers. Some components of the Service may be provided by third parties. In many cases, these third-party services are co-branded with SIGNiX. You understand and agree that any information you provide to or through a third-party is subject to the terms, policies, and practices of that third party. SIGNiX makes no express or implied warranties as to the information, material, products or services that are contained on or accessible through such third-party websites. You agree that we have no responsibility for the content of linked websites and services.

NO WARRANTIES OF ANY KIND. SIGNiX HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Section VII. Our Limitation of Liability

IN NO EVENT WILL SIGNiX, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SERVICE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICE, OR SUCH OTHER WEBSITES OR ANY SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE OR SUCH OTHER WEBSITES, RELIANCE ON ANY THIRD PARTY CONTENT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

YOU UNDERSTAND AND AGREE THAT YOU ARE ASSUMING THE ENTIRE RISK FOR THE USE OF THE SERVICE AND THE ACCURACY, COMPLETENESS, USEFULNESS, AND TIMELINESS OF THE SERVICE OR ANY OF ITS INFORMATION, PRODUCTS, OR PROCESSES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Section VIII. Your Agreement to Indemnify SIGNiX

You agree to defend, indemnify and hold SIGNiX, its affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) to third parties arising out of or relating to your violation of these Terms and your use of the Service in a manner that is not expressly authorized in these Terms.

Section IX. Governing Law

Governing Law. Except for any issue concerning the enforceability related to Section X, below, all matters arising from or relating to our Service or these Terms (including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of such state or any other jurisdiction). For any matter that is not or cannot be arbitrated pursuant to Section X, below, venue shall be in courts located in Chattanooga, Tennessee. You hereby consent to personal jurisdiction and subject matter jurisdiction of such courts, and you hereby waive any defenses of lack of personal or subject matter jurisdiction and improper venue related to the validity, enforceability, damages, and injunctions that may result from breach of these Terms.

Section X. Arbitration; Waiver of Jury Trial and Class Action

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with SIGNiX, to the extent allowed by law, and limits the manner in which you can seek relief from us. No class or representative actions or arbitrations are allowed under this arbitration agreement. In addition, arbitration precludes you from suing in court or having a jury trial.

Class Action Waiver. You and SIGNiX agree that any dispute arising out of or related to these Terms or our Service is personal to you and SIGNiX, and that any dispute will be resolved solely through individual action, and ***will not be brought as a class arbitration, class action, or any other type of representative proceeding.***

Arbitration of Disputes; Waiver of Jury Trial. Except for small claims disputes in which you or SIGNiX seek to bring an individual action in small claims court or disputes in which you or SIGNiX seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and SIGNiX waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Service resolved in court.

Instead, for any dispute or claim that you have against SIGNiX or relating in any way to the Service, you agree to first contact us and attempt to resolve the claim informally, by sending a written notice of your claim (“Notice”) by email to kblackwell@signix.com. The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and SIGNiX cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator.

Arbitration proceedings will be held in Chattanooga, Tennessee, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (“JAMS Rules”). The most recent version of the JAMS Rules is available on the JAMS website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

You and SIGNiX agree that these Terms affect interstate commerce and that the **enforceability of this Section X will be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the “FAA”)**, to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The arbitrator, SIGNiX, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and SIGNiX agree that for any arbitration you initiate, you will pay the filing fee SIGNiX will pay the remaining JAMS fees and costs. For any arbitration initiated by SIGNiX, we will pay all JAMS fees and costs.

You and SIGNiX agree that the state or federal courts of the State of Tennessee and the United States sitting in Hamilton County, Tennessee have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Limitation on Time to File Claim. Any claim arising out of or related to these Terms or our Service must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and SIGNiX will not have the right to assert the claim.

If any portion of this Section X is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section X or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section X; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. If any part of this Section X is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section X will be enforceable.

Section XI. Waiver and Severability

No waiver by SIGNiX of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of SIGNiX to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Section XII. Entire Agreement

These Terms and our Privacy Policy, together with any Service Contract or other agreement to which you and SIGNiX are parties, constitute the sole and entire agreement between you and SIGNiX with respect to the Service and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Service. You may not assign, transfer or sublicense these Terms to anyone else and any attempt to do so is in violation of this section and will be null and void.

Section XIII. Reasonable Use Policy

This Reasonable Use Policy is designed to provide you with guidance regarding acceptable use of the SIGNiX Service.

Certain of our products and services may include an unlimited or unspecified number of users or digital signatures, notarizations, and/or third-party authentications per transaction. SIGNiX expects you to use the Service in a reasonable manner and will assess usage based on: (i) any historical usage volume; (ii) averages of customers of roughly the same size in the same industry; and (iii) the service plan selected by you. SIGNiX may determine that any abnormal or excessive usage is in violation of this Policy, in which case SIGNiX will first contact you to discuss permitted use and service plan options. SIGNiX reserves the right, after providing notice to you, to invoice for continued

excessive usage. All invoices will reflect SIGNiX's then-current fees. SIGNiX may take appropriate action, including but not limited to suspension of the Service, should excessive usage continue without payment.

Support

If you have questions about the content of a document or transaction, or are unsure why you are receiving it, you should contact the party who sent it to you. If you have legal questions about a document or transaction, you should consult with an attorney.

If you need assistance using the Service or have any questions about these Terms or our Reasonable Use Policy, you may email support@signix.com or call 877-890-5350.