

Business Terms for JioSign

Version 1.0

1. GENERAL:

- 1.1. These Business Terms govern the use of Your Business Account. The Business Account enables you to link specific Users with the Business Account of Your organization.
- 1.2. The use of the Application by Your Business Account Users are also subject to the **Application T&C** and the **Privacy Policy for JioSign**. In case of conflict between the terms, these Business Terms take precedence.
- 1.3. The Business Terms formalize the relationship between us and You and enable You to control (e.g., add or remove Users in groups, modify the security levels or levels of assurance regarding the Services, view documents and activities performed by Users in various groups) how Your organization is using the Services.
- 1.4. Please note that Users linked to Your Business Account must also agree to the Application T&C and the Privacy Policy for JioSign to use the Services.
- 1.5. Capitalized terms and expressions not expressly defined hereinunder shall have the meaning ascribed to it in the Application T&C.
- 1.6. If there will be deviations from these Business Terms or the use of the Business Account will be used based on a subscription package, the Company will regulate the relationship between us and You in a separate Special Business Terms.

2. TERM AND TERMINATION:

- 2.1. The term of these Business Terms will have effect on the day of your subscription and are valid until you cancel your use of the Services.
- 2.2. You may terminate these Business Terms at any time. The termination affects all individual Users linked with the Business Account.
- 2.3. The Company shall have the right to terminate the Business Terms by you a giving a 14-day prior notice, unless a significant breach of the Terms occur giving us ground to terminate with immediate effect.
- 2.4. A significant breach of the Business Terms exists when you (incl. any individual User linked with the Business Account):
 - 2.4.1. infringe the license conditions set out in Section 3 or the intellectual property rights set out in Section 4 of the Application T&C;
 - 2.4.2. compromise the integrity, confidentiality and/or availability of the Services and/or systems of our Services;

- 2.4.3. infringe these Business Terms;
 - 2.4.4. reverse-engineer our software, circumventing any security or identity verification measures, or attempting to gain unauthorized access to the Services, related systems, networks, or data. This includes any attempt of the aforesaid;
 - 2.4.5. overwhelm or attempt to overwhelm our infrastructure by imposing an unreasonably large load on our systems;
 - 2.4.6. use the Services to violate the privacy of others, incl. publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people's personal information;
 - 2.4.7. send signature requests to multiple random recipients that do not expect the request and has not coordinated with the sending party;
 - 2.4.8. use Services directly or indirectly for any illegal activity;
 - 2.4.9. use of the Services would cause harm or risk to us or other Users; and
 - 2.4.10. are in breach of applicable law.
- 2.5. We may suspend the use of the Services if there is a suspicion that a significant breach may occur or for the establishing of facts thereof.
- 2.6. We may involve and will cooperate with law enforcement agencies and government agencies if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law.
- 2.7. If a User's link with the Business Account is terminated, the User can still use the Services as an individual User but will lose all access to the documents available to him or her as a Business Account User.

3. LIMITATION OF LIABILITY:

- 3.1. THE COMPANY (INCLUDING ITS AFFILIATES AND AGENTS) WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, OR PROCUREMENT OF SUBSTITUTE SERVICES, HOWEVER CAUSED AND REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF GPIN HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS. IN NO EVENT WILL COMPANY'S LIABILITY ARISING OUT OF THIS AGREEMENT AND THE SERVICE (WHEN AGGREGATED WITH COMPANY'S LIABILITY FOR ALL OTHER CLAIMS ARISING OUT OF THIS AGREEMENT AND THE SERVICE) EXCEED THE NET FEES THAT COMPANY HAS RECEIVED AND RETAINED UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING

THE DATE ON WHICH THE CLAIM ARISES. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

3.2. EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS ENTERED INTO THIS AGREEMENT RELYING ON THE LIMITATIONS OF LIABILITY STATED IN THIS PARAGRAPH AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

3.3. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR OUR OR USER'S INDEMNIFICATION OBLIGATIONS, NEITHER USER NOR THE COMPANY AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL BE LIABLE UNDER THESE BUSINESS TERMS FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.