Terms and Conditions for the provision of Signi services

1. **INTRODUCTORY PROVISIONS**

1.1 These Terms and Conditions govern the provision of Services and related performance by the Provider to the Customer.

2. **DEFINITION OF TERMS**

2.1 Capitalised terms used in these Terms and Conditions shall have the meanings set out in these Terms and Conditions, the Contract or other documents to which these Terms and Conditions expressly refer.

2.2 These Terms and Conditions define the following terms:

a) **2FA Identification**: identification based on a combination of the User's or Signatory's email address, to which a unique link is sent or used to log in to the Service, and a one-time generated four-digit password (called OTP), which is sent to the User's or Signatory's phone number.

b) **Customer Administrator:** a User with extended rights as per paragraph 4.3 of these Terms and Conditions.

c) **AML Act:** Act No. 253/2008 Coll., on certain measures against the legalization of proceeds from criminal activities and the financing of terrorism, as amended.

d) **Application**: the Signi cloud application operated by the Provider on the website www.signi.com, or in On-premise form on a server or in the Customer's Environment.

e) **Applicable legislation**: legislation of the Czech Republic and the European Union. Regarding the processing of personal data, additionally applicable are the legal regulations of the EU member state in which personal data were collected or in which personal data are processed.

f) **BankID:** Bankovní identita, a.s., with registered office at Smrčkova 2485/4. Libeň, 180 00 Praha 8, Company ID No.: 09513817, Tax ID No.: CZ09513817, registered in the Commercial Register, maintained with the Municipal Court in Prague, Section B, Insert 25672.

g) **BankID identification**: identification based on the verifying the identity of the Signatory by means of an electronic identification issued by a bank or a branch of a foreign bank within the framework of the electronic bank identity system.

h) **BankID SIGN**: BankID service enabling a guaranteed electronic signature of a document by the Signatory through an electronic bank identity.

i) **Implementation Fee**: a one-time non-refundable payment for preparatory work aimed at integrating the Services into the Customer's internal processes.

j) **License fee**: a regular payment for the use of the modules, services, and functions of the Application.

k) Archive License Fee: A regular payment for using the application for long-term document storage.

l) Subscription Fee: A regular payment for the use of documents, envelopes, and Signi identification.

m) **Price list:** an appendix to the Agreement, which sets the prices of the Services, published on the website https://signi.com/complete-pricing

n) **Support Center**: the Provider's point of contact, where Users can request changes or activation of Services and handle requests related to the Application.

o) **Distributor:** A legal entity that sells the Provider's Services in its own name and on its own account.

p) **Invoice**: a tax document complying with the relevant tax and accounting legislation of the Czech Republic.

q) **Invoicing period**: the period for which an Invoice is issued for provided Services. Unless otherwise stipulated in the Agreement, the Invoicing Period is one calendar month.

r) **GDPR**: Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons regarding the processing of personal data and the free movement of such data and the repeal of Directive 95/46/EC.

s) ID Austria: A service operated by A-trust GmBH, Landstraßer Hauptstraße 1b, E02, enabling a signature based on a qualified certificate stored on the A-trust GmBH server (HSM).

t) **Metadata**: includes a set of information that makes it possible to retroactively identify the Signatory, the method, the time, and the device on which the signatures were made.

u) **On premise:** The application is installed and subsequently

operated in the Customer's Environment.

v) **Personal data**: personal data in the sense of Article 4 point 1 of the GDPR.

w) **Civil Code:** Act No. 89/2012 Coll., the Civil Code, as amended.

x) **Signi signing tool:** the Signi desktop or mobile application for creating a certified signature, which ensures the electronic signature of the Document by means of a certificate stored on your device, or a device for creating electronic signatures connected to your device.

y) **Signatory**: a person who concludes a contract or signs another document through the Application without being a Customer or User.

z) **Terms**: these contractual Terms and Conditions for the provision of Signi services.

aa) **Provider**: Digital factory, s.r.o., with registered office at Sokolovská 694/102a, 186 00 Praha 8, IČO: 06988377, VAT number: CZ06988377, registered in the commercial register of the Regional Court in Brno, section C, file no. 111647.

bb) **Business day:** any day from Monday to Friday, excluding public holidays in the Czech Republic.

cc) **Working hours:** between 8:00 a.m. and 6:00 p.m. CET/CEST on a Business Day.

dd) **Customer's environment:** the server infrastructure owned and managed by the Customer in which the Application is operated in On premise mode.

ee) Remote Sign: A service operated by První certifikační a.s., ID No.: 264 39 395, enabling a signature based on a qualified certificate stored on the server (HSM) of První certifikační a.s.

ff) **Extended support**: expert consulting services for the handling of a Customer's requirements within a specified response time, the opitons and price of which are listed in the Price List.

gg) **Signi identification:** remote identification of the Signatory using selected procedures available in the Application.

hh) **Services**: the services of creating, managing, concluding, and storing contracts and other documents in electronic form, provided through the Application and other services of the Provider defined in the Price List.

ii) **Contract**: the contract concluded between the Provider and the Customer, referring to these Terms and Conditions.

jj) **Contracting parties**: both the Provider and the Customer together; the term Contracting Party refers to the Provider and the Customer, or to either of the two according to the context of the given provision.

kk) **User**: a natural person designated by the Customer who is authorized to access the Application.

ll) **Template**: a template of a contract or other document that can be edited in the Application and signed electronically.

mm)**Customer**: an entity who concludes the Agreement with the Provider.

nn) **Basic support**: free support consisting of answering questions from the Customer and Users by email with no guarantee of support availability or response time.

oo) **Registered trademark**: a symbol registered in the trademark registry that fulfills the characteristics of a trademark pursuant to section § 1a of Act No. 441/2003 Coll., on trademarks and on the amendment of Act No. 6/2002 Coll., on courts, judges, associate judges, and the State Administration of Courts as well as amending certain other laws (the Courts and Judges Act), as amended (the Trademark Act).

3. **SUBJECT-MATTER OF THE CONTRACT**

3.1 Based on the Contract, the Provider is obliged to:

a) make the Application available to the Customer;

b) provide the Customer with the Services agreed upon through the Application, Support Center, or in the Contract; and

c) provide the Customer with Extended Support, if the Customer orders it.

3.2 Based on the Contract, the Customer is obliged to:

a) pay the Implementation Fee, if the implementation of the Services is agreed; and

b) pay and subsequently regularly pay the License fee agreed upon under the Terms of the Contract and Price List.

c) pay and then regularly pay the fees for any Services and Extended Support, if ordered.

3.3 The Contracting Parties undertake to provide mutual cooperation necessary for the proper performance of the Contract and related contractual and legal obligations.

4. COMMENCEMENT OF SERVICE PROVISION

4.1 A Contract between the Provider and the Customer may be concluded:

    a) as a separate document to these Terms and Conditions; or

    b) by registering as a user in the Application and agreeing to these Terms and Conditions.

4.2 Upon the conclusion of the Contract, the Provider shall make the Application available to the Customer by:

    a) The Customer registers a user account in the Application for one Administrator under the email address specified in the Contract. After paying the Implementation Fee, License Fee, and Subscription Fee, the Provider will enable the functions included in the license, subscription, and Services defined in the Contract on this user account.

    b) In the case of On-premise mode, the Provider will first install the Application into the pre-prepared Customer's Environment, perform the necessary settings, and integrate the Application into the Customer's internal system.

4.3 The Customer Administrator may assign authorizations to other Users in the Application. The Customer is responsible for and bound by all acts of Users and Customer Administrators in the Application.

4.4 The Customer is obliged to ensure that Users, Customer Administrators, employees thereof, and any other persons who will be involved in the use of the Services use the Services and the Application in accordance with the Contract, these Terms and Conditions and the instructions that the Provider will demonstrably make available to the Customer, including through the Application.

5. SERVICES AND SUPPORT

5.1 The basic version of the Service consists of enabling the electronic signing of a document with a simple electronic signature based on 2FA identification.

5.2 Extended variants of the Service pursuant to Article 5.1 of these Terms and Conditions are Services based on:

a) BankID Identification;

b) Signi Identification;

c) BankID SIGN;

d) signature with a certificate.

e) Remote Sign

f) ID Austria

5.3 Other Services provided by the Provider to the Customer may consist of:

    a) storage of signed documents and copies of identity documents for an extended period of time set out in these Terms and Conditions;

    b) providing access to the features and modules included in the license, which expand the capabilities of the Application.

    c) providing access to the API interface for integrating the Application with the Customer's systems; or

    d) other Services defined in the Price List or in the Agreement.

5.4 The Provider shall provide Users with the following services through the Support Centre:

    a) Basic support and

    b) Extended support, if agreed.

5.5 Extended Support, if not agreed in the Contract, may be agreed upon after the conclusion of the Contract on the basis of a separate addendum to the Contract concluded by email communication or through the Support Center. Individual types and conditions of extended support are listed in the Price List

5.6 The Support Centre is accessible via the email address listed on the website www.signi.com.

6. TERMS OF USE OF THE APPLICATION

6.1 The Customer and the Users are obliged to comply with the Applicable Legal Regulations and these Terms and Conditions when using the Services.

6.2 When using the Services and the Application, the Customer and Users are obliged in particular:

    a) not to use the Services in a manner that would in any way infringe the Provider's rights, these Terms and Conditions or other arrangements referred to in these Terms and Conditions, or that would be contrary to the Applicable Legal Regulations or good morals;

    b) not to use the Services in a way that could damage the provision of the Services or the Application in any way, prevent their operation or overload them, as well as otherwise harm or restrict other Customers of the Provider;

    c) not to distribute through the Application any malicious or otherwise unlawful software or other code containing a computer virus, spyware or malware, or upload files or other programs in any other way or under different name that may damage, monitor or alter the

operation of the network or device within the Provider's property or the property of a third party;

d) not to attempt to interrupt or disrupt the security of the Service and Application, their appearance, integrity or availability, or otherwise damage the Service, Application, Provider's administrator accounts, access passwords, servers or network elements;

e) not to attempt to gain unauthorized access to the Service, the Application and other computer systems, in particular through hacking or phishing;

f) to inform the Provider immediately about technical, security, legal and other problems related to the provision of the Services, if the Customer or User identifies such problems and to provide reasonable assistance to the Provider in their analysis and rectification.

6.3 The Provider shall not be liable for failure to provide the Services or for failure to comply with the parameters or otherwise reduced quality of the Services in the event of a breach of the obligation under Article 6.2 of these Terms and Conditions by the Customer or the User.

7. SIGNING DOCUMENTS

7.1 Signing of documents by the Customer or Signatories using the Application is carried out by:

a) The User uploads their document from their computer or storage or selects a Template stored in the Application;

b) the User editing their own document or Template in the Application in order to create a draft document for signing;

c) after inserting own customized document or selecting the Template, the User enters the name of the document, sets a deadline for signing the draft document created in this way, enters other parameters available in the Application and signs the document according to the procedure offered in the Application;

d) the User sends a draft document to the other Signatories for signature via the Application;

e) the Signatories shall carry out identification based on 2FA Identification, BankID Identification or Signi Identification according to the User's previous choice of identification method;

f) the Signatories shall sign the contract or document as instructed in the

received email, SMS or Application through one of the following seven methods:

1. by creating a signature graphically within the Application; 2. by creating a signature with a certificate within the Application (the certificate for the User is created by the Provider); 3. by a certificate in the Signi Signing Tool (certificate provided by the User); 4. by a certificate in another tool for creating an electronic signature based on a certificate (certificate provided by the User); or 5. via BankID 6. through the Remote Sign service; or 7. through the ID Austria service.

g) After signing by all parties, a unique PDF document is created, which is equipped with electronic signatures, an electronic seal, and a qualified timestamp, and is sent to the parties by email or stored within the Customer's account in the Application.

7.2 The Provider ensures the Customer has storage and access to the signed document in the Application for six months from its signing, provided the User has a valid license authorizing the use of the Application's services. In the event of the Contract's termination or license expiration, the Provider is not obliged to further store the signed document or ensure the Customer's access to it.

7.3 The Customer may order an extended storage and access period for the document pursuant to section 5.3(a) of these Terms. The Provider ensures the storage of the document for up to 45 years from its signing if the Customer has paid and regularly pays the Archive License Fee.

7.4 Minimally seven (7) days before the expiration of the storage and access period of a signed document in the Application pursuant to section 7.2 of these Terms, the Provider will send the Customer an email notification about the end of this period, along with information about the possibility of arranging an extended storage and access period for the document according to section 5.3(a) of these Terms.

7.5 If the Customer does not arrange for an extended retention period and does not access the document even based on an email notification pursuant to Section 7.4 of these Terms, the documents will be moved to the Archive Trash folder, where they will remain available for an additional 30 days. Subsequently, the documents will be hidden, and the Customer will receive another email notification regarding the

removal of the documents from the Customer's user account, along with the date on which the documents will be deleted.

7.6 The Provider also ensures the storage of metadata (audit trail) of the signed document for at least 15 years from its signing and will provide the Customer with the metadata of the signed document upon written request within 15 days of the request. If the Customer has arranged for an extended document retention period, the metadata (audit trail) will be retained for the entire duration of the extended retention period.

7.7 Upon the creation of a draft document as per section 7.1 (b) of these Terms, the Customer's document account is reduced by 1 document. In case the document is signed by all signatories, the document account balance remains reduced.

7.8 The Provider is entitled to suspend the provision of the Services if:

a) the conditions for the provision of the Service under Article 6 of these Terms and Conditions are breached; or

b) the Customer is in breach of the restrictions set out in Article 9 of these Terms and Conditions.

7.9 The Provider is entitled to limit the provision of services, especially the creation of new documents for signature, in the event that the Customer is in arrears with the payment of the Invoice for more than 15 days.

7.10. The Provider shall be entitled to suspend the provision of all the Services and Extended Support if the Customer is in delay with the payment of the Invoice for more than 15 days and fails to remedy this fact upon a written request within an additional period of 15 days or it is obvious that the Customer is unable to meet its payment obligations to the Provider.

8. BANKID IDENTIFICATION AND BANKID SIGN, SIGNI IDENTIFICATION, REMOTE SIGN, ID AUSTRIA

8.1 If the Customer so agrees, the Provider may enable the Customer to perform BankID Identification of the Signatory or signature using BankID SIGN in the Application by:

a) the Provider setting up an application for the Customer in the BankID administration under the Provider's account; for the purposes of BankID identification, the Provider shall set the agreed level of BankID identification service in the application; and

b) the Provider enables BankID Identification or BankID SIGN on the Customer's workspace and sets, in the workspace settings, the application connection data (callback URL, client, secret, client id), which the Customer shall obtain from BankID.

8.2 If agreed by the Customer, the Provider may enable the Customer to perform BankID Identification of the Signatory or signature using BankID SIGN in the Application by:

a) a) the Customer concluding the contract with BankID themselves or the Provider arranging for it;

b) the Provider enables BankID Identification or BankID SIGN at the Customer's agreed workspace, thereby making the BankID settings available;

c) the Customer creates its application in the BankID administration under its organisation's account; for the purposes of BankID identification, the Customer sets the required level of BankID Identification service in the application; and

d) The Customer sets the application connection data in the workspace settings.

8.3 If BankID Identification and BankID SIGN services are provided pursuant to Article 8.1, their provision shall be governed to the extent not regulated by the Contract and these Terms and Conditions by the contractual documentation for companies available on the BankID website: https://www.bankid.cz/smluvni-dokumentac e-pro-firmy. If BankID Identification and BankID SIGN services are provided pursuant to Article 8.2, their provision shall be governed by to the extent not covered by the Contract and these Terms and Conditions by the contract the between the Customer and BankID.

8.4 The Customer acknowledges that the BankID SIGN signature may only be used to sign a document that creates an obligation with a value not exceeding CZK 2,000,000 including VAT.

8.5 If ordered by the Customer, the Provider may enable the Customer to perform Signi identification of the Signing person in the Application.

8.6 The Provider hereby declares, and the Customer acknowledges that the Provider is not an obliged person under Section 2 of the AML Act and is not responsible for the compliance of the Signi Identification made by the Customer through the Application with the AML Act, but only for the following acts:

a) acceptance of 1 or 2 documents that the signatory designates as proof of identity of the Signing Person and

reasonable verification that these are identity documents;

b) reasonable verification that the Signatory's device camera is capturing a person's face;

c) reasonable verification of the match of the face captured by the Signatory's device camera with the photographs on the identity documents presented by the Signatory;

d) credible verification of the existence of a payment account held in the name of the Signatory with a credit institution or a foreign credit institution operating in the territory of a Member State of the European Union or a State forming the European Economic Area and the receipt of a payment made by the Signatory from this payment account;

e) that after performing these acts, the Provider, with the exception of copies of documents pursuant to Article 8.8, does not retain the data pursuant to Article 8.5 a) to d) and immediately after transferring the data to the Customer.

8.7 Acceptance or rejection of Signi Identification made in accordance with paragraph 8.5 of these Terms and Conditions in relation to the Signatory in question is solely at the Customer's discretion.

8.8 In the event that a Signi Identification is made through the Application for the purpose of AML identification, the Customer is responsible for compliance with the requirements arising from the AML Act, in particular for:

a) ensuring the execution of a verification payment by the Signing Person through a payment order, or via a QR code in the Application directly to the Customer's account, along with the appropriate identification of the verification payment.

b) verification and recording of the Signatory's details and their retention for the period prescribed by the law;

c) storing copies of the Signatory's identity documents on the Customer's own data storage and retaining them for the period of time specified by the law, unless their storage is agreed pursuant to Article 5.3(a) of these Terms and Conditions;

d) the application of the first verification payment of the Signatory as a payment on the concluded contract;

e) verification of information pursuant to Section 11(7)(g) of the AML Act;

f) taking appropriate steps and measures in the event that the conditions under Section 11(7) of the AML Act are not met, in particular in the event that the Customer has doubts as to the identity of the Signatory;

8.9 The Provider shall retain copies of the Signatory's identity documents for a period of six months after the SIgni Identification of the Signatory has been made. The Customer may arrange an extended retention period for copies of identity documents pursuant to Article 5.3(a) of these Terms and Conditions. In such case, the Provider shall ensure the retention of copies of identity documents for a period of up to 30 years from the date of Signi Identification of the Signatory, even in the event of termination of the Contract.

8.10 The Provider is only responsible for ensuring the technical solution of Signi identification in the Application to the extent as per section 8.5 of these Terms and Conditions. The Provider shall not be liable for the suitability of the selection of the Signi identification method for any specific case of a Customer's use of the Service, for the failure to perform Signi identification in cases where it is required, or for the Customer's incorrect assessment of compliance with the requirements of the AML Act.

8.11 The Provider shall display information to the Customer in the Application in relation to a given Signatory that a Signi Identification or BankID Identification of the Signatory has been performed in the last two years pursuant to paragraph 8.5 of these Terms and Conditions. The Customer acknowledges that the information about the Signi Identification made pursuant to this paragraph 8.10 of the Terms and Conditions is for information purposes only and the decision as to whether to perform a Signi Identification of the Signatory rests solely with the Customer.

8.12 If the Customer agrees, the Provider may enable the Customer to sign documents in the Application using the Remote Sign service as follows:

a) The Provider will facilitate contact with the service operator, První certifikační autorita a.s., for the purpose of issuing and activating the certificate.

b) The Provider will enable the Remote Sign service on the Customer's workspace and the Customer will insert the identifier received from the service operator in the activation envelope into the account settings.

c) The Customer will install the Remote Sign mobile application on their phone and follow the instructions to set up the service.

8.13 If the Customer agrees, the Provider may enable the Customer to sign documents in the Application using the ID Austria service as follows:

a) The Provider will facilitate contact with the service operator for the purpose of issuing and activating the certificate.

b) The Provider will enable the ID Austria service on the Customer's workspace.

c) The Customer will install the ID Austria mobile application on their phone and follow the instructions to set up the service.

9. RESTRICTIONS

9.1 The Customer is not entitled to provide or resell the Services or their outputs to third parties, whether in their original or modified form, unless the Contracting Parties agree otherwise.

9.2 The Customer is not entitled to provide to third parties performance similar to the Services under these Terms and Conditions on the basis of data obtained through the Services, unless the Contracting Parties agree otherwise. For the purposes of this paragraph, neither Users nor Signatories shall be deemed to be third parties..

10. PRICE AND INVOICING

10.1 The prices for licenses, document and envelope subscriptions, other Services, and Extended Support are specified in the Price List. The Price List shows prices without value-added tax (VAT). The implementation fee is specified in the Agreement.

10.2 The Customer may choose to pay for the Services by one-time purchase of a document package or by subscription. These forms of Payment Method are determined by the Customer by agreeing it in the Contract or by setting it up in the Application. A prerequisite for purchasing a document package or document subscription is the payment of the License Price entitling the use of the Application.

10.3 In the case of payment by a one-time purchase, the price of the Services shall be determined according to the package price specified in the Application.

10.4 In the case of payment by subscription, the price of the Services for the Billing Period is determined based on the selected subscription plan according to the price specified in the Price List. If the Customer does not use all the documents or envelopes included in the subscription, these unused documents and envelopes will not be carried over to the next billing period unless otherwise agreed between the Customer and the Provider. Upon the expiration of the Agreement, any unused services, in particular documents within the subscription, will not be refunded.

10.5 The price for the provision of Extended Support for the Invoicing Period shall be determined according to the variant of the Extended Support purchased as set out in the Price List.

10.6 The price for BankID Identification and BankID SIGN services provided pursuant to Article 8.1 of these Terms and Conditions is set out in the BankID Price List, which is published on the BankID website: https://www.bankid.cz/smluvni-dokumentace-pro-firmy. The price for BankID identification is invoiced by the Provider quarterly in arrears based on the actual number and type of verifications performed. The price for BankID Sign is invoiced by the Provider quarterly in arrears based on the actual number of signatures performed.

10.7 The price for BankID Identification pursuant to Article 8.2 of these Terms and Conditions is invoiced directly by BankID.

10.8 The price of the archive license depends on the amount of the subscription for documents or envelopes. In the event of a change in the subscription amount, the price of the archive license will be adjusted accordingly. The price for an extended retention period and access to documents pursuant to Sections 5.3(a) and 7.3 of these Terms is determined based on the Customer's choice of whether they wish to retain the document for a period of 10, 20, 30, 40, or more years. Document retention within a package is subject to a discounted price compared to the price for retaining an individual document. The prices for document retention within a package and for individual documents are specified in the Price List. The price is invoiced by the Provider quarterly in arrears based on the actual number of documents or document packages stored in the archive and the requested retention period.

10.9 A Contract may set alternative prices for the License, Subscription, and Extended support fees

10.10 In the event of termination of this Agreement during the term of the license or subscription according to section 10.4 of these Terms, or during the term of Extended Support according to section 10.5 of these Terms, the price for the license, subscription, or Extended Support for the given Billing Period will not be refunded.

10.11 The Provider will notify the Customer, to whom the subscription was agreed, by email at least 30 days before the expiration of the subscription. If the Customer does not notify the Provider by email within 15 days before the expiration date that they

no longer wish to receive the Services or does not cancel the subscription in the Application within this period, the subscription will be automatically renewed at the same rate, and an invoice for the Services provided by subscription will be issued in accordance with section 10.20 of these Terms. In such a case, the Customer is obliged to pay this invoice. Otherwise, the Provider is entitled to restrict the provision of Services according to section 7.9 of these Terms.

10.12 The Provider will notify the Customer, to whom the license was agreed, by email at least 15 days before the expiration of the license. If the Customer does not notify the Provider by email within 5 days before the expiration date that they no longer wish to receive the Services or does not cancel the license in the Application within this period, the same license will be automatically renewed, and an invoice for the Services provided by subscription will be issued in accordance with section 10.20 of these Terms. In such a case, the Customer is obliged to pay this invoice. Otherwise, the Provider is entitled to restrict the provision of Services according to section 7.9 of these Terms and subsequently suspend all Services according to section 7.10 of these Terms.

10.13 The Provider will notify the Customer, to whom the subscription was agreed, by email at least 45 days before the documents or envelopes within the subscription are consumed. If the Customer does not notify the Provider by email within 15 days before the complete consumption of documents or envelopes that they no longer wish to receive the Services or does not cancel the subscription in the Application within this period, the subscription will be automatically renewed, and an invoice for the Services provided by subscription will be issued in accordance with section 10.20 of these Terms. In such a case, the Customer is obliged to pay this invoice. Otherwise, the Provider is entitled to restrict the provision of Services according to section 7.9 of these Terms. The subscription is renewed at a rate corresponding to the annual consumption of documents or envelopes based on the average consumption in the previous Billing Period. The Customer expressly agrees that the Provider may renew the subscription at a higher value.

10.14 If the Customer does not agree with the automatic renewal of the subscription, they shall notify the Provider in advance by email or through the Support Center.

10.15 The Provider is entitled to require payment for the Services by card. Payment for the Services by bank transfer based on an issued invoice is only possible by prior mutual agreement.

10.16 The Provider is entitled to automatically charge the Customer's payment card for the Services if the Customer has previously used this card to pay for the Provider's Services.

10.17 The Provider is entitled to the payment of the Price for the license, subscription, and implementation fee at the moment the Agreement is concluded. Until full payment is made, the Provider is not obliged to provide and make the Services accessible to the Customer.

10.18 All payments under the Contract shall be paid by bank transfer to the Provider's bank account indicated in the Invoice.

10.19 The amounts are deemed to be paid from the moment they are credited to the bank account indicated in the Invoice.

10.20 Invoices for Services paid by one-time purchase are issued at the time of ordering and payment for the Services in the Application. Invoices for Services paid by subscription are issued in advance for Services and Extended Support provided in the upcoming Billing Period.

10.21 In the case of payment for Services by bank transfer, all Invoices are due within 14 days of their issuance by the Provider.

10.22 The Provider undertakes to make the Services available to the Customer's account no later than 72 hours after card payment or receipt of funds in the bank account.

10.23 Invoicing is carried out electronically, and the Provider makes the issued Invoices available to the Customer immediately after card payment, through the Application, and simultaneously sends them by email using the addresses of the Contracting Parties provided in the Agreement.

10.24 Amounts are considered paid from the moment they are credited to the bank account specified on the Invoice.

10.25 If, after the Invoice is issued, the Customer discovers a discrepancy between the value of the volume of Services provided and the value stated in the Invoice, the Customer is entitled to notify the Provider of such a fact without undue delay.

10.26 If the Customer is in default with the payment of the Invoice, the Provider has the right to a contractual penalty interest at a rate of 0.5% of the unpaid amount for each day of delay.

10.27 The price of Services, licenses, document subscriptions, and Extended Support may be changed based on changes to the Price List according to section 17 of these Terms. The Provider is entitled to change the Price List by notifying the Customer by email at least 1 month in advance.

10.28 The price for BankID identification according to sections 8.1 and 10.6 of these Terms may be changed by the Provider based on changes to the price list made by BankID. The Customer has the right to terminate the Agreement according to section 17.2 of these Terms.

10.29 The price for BankID Identification, BankID Sign, Remote Sign, and ID Austria services will be billed quarterly in arrears based on actual usage and paid by the Customer based on the issued invoice. The price for the services mentioned in this section is governed by the price list of the service operators.

10.30 The Provider is entitled to make changes to the Price List that do not worsen the Customer's position—particularly price reductions for Services, the addition of prices for new Services, or formal adjustments—at any time and with immediate effect.

11. DATA AND PERSONAL DATA PROTECTION

11.1 The Provider shall process the following categories of Personal Data (including automated processing) for the Customer in the performance of the Contract only to the extent necessary to achieve the following purposes:

a) identifying Users and enabling the use of the Application; for this purpose, Personal Data are processed pursuant to paragraph 11.2(a) and (b) of these Terms and Conditions;

b) completing the headers of documents created and to be concluded; for this purpose, Personal Data are processed pursuant to paragraph 11.2 (a), (b), (c) of these Terms and Conditions;

c) identification of Users and Signatories and signing of documents; for this purpose, Personal Data are processed pursuant to paragraph 11.2(a), (b), (c) and (d) of these Terms and Conditions;

d) archiving documents and other data for the Customer; for this purpose, Personal Data are processed pursuant to paragraph 11.2 (a), (b), (c) and (d) of these Terms and Conditions.

11.2 The categories of Personal Data are:

a) identification data, in particular name, surname, date of birth, birth certificate number or company ID number;

b) contact details, in particular e-mail or delivery address and telephone number;

c) bank account details, in particular account number or payment card information; and

d) Personal Data contained in signed documents;

always according to the nature of the Services used and to the minimum extent necessary.

11.3 Data Subjects are Users, Signatories or other persons whose Personal Data are contained in the signed documents.

11.4 The Customer acts as the controller of the Personal Data and the Provider as their processor.

11.5 The Provider shall process Personal Data solely on the basis of the Customer's instructions given in these Terms and Conditions and through the use of the Application, including with respect to the transfer of Personal Data to a third country or an international organization, unless such processing is already required by the legal regulations of the European Union or a Member State applicable to the Provider; in such case, the Provider shall inform the Customer of this legal requirement before processing, unless these legal regulations prohibit such information for important reasons of public interest; for the avoidance of doubt, the Customer hereby instructs the Provider to process the Personal Data in accordance with this Contract.

11.6 The Provider shall ensure that its employees or other persons authorized to process Personal Data are trained regarding the Provider's obligations and shall oblige them to maintain confidentiality in relation to Personal Data.

11.7 The Provider further undertakes:

a) taking into account the nature of the processing, to assist the Customer through appropriate technical and organisational measures, where possible, to comply with the Customer's obligation to respond to requests to exercise the rights of data subjects;

b) to assist the Customer in ensuring compliance with the Customer's obligations, ensure the level of security of processing, report Personal Data breaches to the supervisory authority and, where applicable, to data subjects, assess the impact on the protection of Personal Data and carry out prior consultation with the supervisory authority, taking into account the nature of the processing and the information available to the Provider;

c) to enable the Customer to audit the technical and organizational measures implemented by the Provider to secure Personal Data, not more than once per calendar year for a maximum of two man-days;

11.8 For the provision of assistance according to paragraph 11.7, the Provider is entitled to payment for the time spent at an hourly rate of CZK 2,500 excluding VAT.

11.9 A list of other processors used by the Provider to process Personal Data for the Customer is available on the Provider's website. The Customer grants the Provider general consent to the involvement of other additional processors.

11.10 In the case pursuant to paragraph 11.9 of these Terms and Conditions, the Provider undertakes to inform the Customer of any intended changes regarding the acceptance of additional processors and thus provide the Customer with the opportunity to object to such changes. The Provider shall notify the Customer of the intended changes or substitution of additional processors in the manner set out in Article 17.1 of these Terms and Conditions and the Customer shall have the same rights as in the case of changes to the Terms and Conditions concerning the exercise of their right to object to the involvement of such processors. Any additional processor will be subject to the same obligations to protect Personal Data as set out in these Terms and Conditions, in particular to provide sufficient guarantees to put in place appropriate technical and organisational measures so that the processing complies with the requirements of the applicable legal regulations.

11.11 In the event of termination of the Contract, the Provider is obliged to delete all Personal Data in electronic form processed by the Provider for the Customer within a reasonable time after termination of the Contract, unless the Contracting Parties agree otherwise. The Provider shall not be obliged to destroy the Personal Data if the legal regulations of the European Union or a Member State requires the storage of the Personal Data in question, of which the Provider shall inform the Customer without delay. For the avoidance of doubt, the Contracting Parties state that the obligation to destroy Personal Data pursuant to this paragraph shall not apply if the Provider has another legal ground for processing in relation to such Personal Data.

11.12 The Provider declares that, based on its obligations under Data Protection legal regulations, it has adopted and will maintain adequate technical and organisational measures to ensure the security of Personal Data to prevent unauthorized or accidental access to Personal Data, accidental or unlawful destruction, loss, alteration or unauthorized disclosure, at its discretion and taking into account the state of the art..

11.13 In particular, the Provider has adopted and maintains the following measures to ensure the level of security:

a) ensuring that natural persons authorized to use systems for automated processing of Personal Data have access only to Personal Data corresponding to the authorization of such persons, on the basis of a user authorization established exclusively for such persons;

b) performing encryption and/or anonymization of Personal Data;

c) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

d) the ability to restore the availability of Personal Data;

e) a process for regular testing, assessing and evaluating the effectiveness of the implemented measures for security of the processing;

f) the ability to protect the integrity of communications networks;

g) antivirus protection and unauthorized access control;

h) secure data transfer;

i) only authorized persons of the Provider have access to the Personal Data;

j) ensuring the physical security of the Personal Data processed and stored.

11.14 The Customer declares that it has familiarised with the measures referred to in this Article and that, taking into account the state of the art, the cost of implementation, the nature, scope, context and purposes of the processing, as well as the differently likely and differently serious risks to the rights and freedoms of data subjects, these measures constitute sufficient safeguards appropriate to the risk involved.

11.15 In the event that the Provider detects a Personal Data breach, it shall report it to the Customer without undue delay, no later than within 36 hours. The Provider is further obliged to keep records of all Personal Data breaches and the corrective measures taken.

11.16 The Provider may also, as an independent controller, process Personal Data of Users, Signatories or other persons on the Customer's side for its own purposes. This includes, in particular, maintaining and

managing the User Profile, ensuring the functionality, stability and development of the application, keeping internal records and managing the database of User Profiles, sending service and marketing communications and protecting the Provider's rights. The Provider processes Personal Data for these purposes only on the basis of sufficient legal grounds and also fulfils other obligations arising from generally binding legal regulations.

11.17 When enabling the functionality of sending documents for signature via email, as well as activating the sending of information (such as notifications, etc.) via email, the information and personal data contained in the document or the body of the email message will not be protected against unauthorized access. This is a fundamental characteristic of email communication, which transmits content in an unencrypted form. The Client acknowledges that sending documents via email in an open format cannot prevent unauthorized access to the content of the message and attachments and accepts this fact and the associated risks.

12. CONFIDENTIALITY

12.1 The Contracting Parties hereby declare and confirm that the information contained in the Contract, these Terms and Conditions and any other technical and commercial information obtained from the other Contracting Party or cooperating third parties in connection with the performance of the Contract, whether during the performance of the Contract, prior to the conclusion of the Contract or after the termination of the Contract, is of a confidential nature and therefore the Contracting Parties shall keep such information confidential and shall not disclose or make such information available to any third party.

12.2 Irrespective of the form in which the information is expressed, Confidential Information includes all information provided by the Parties relating to the Contract and its performance or to either Contracting Party, in particular:

a) information about its business, financial condition, products, services and prospects, technical data, procedures and methodologies, in particular security procedures and methodologies, or employees;

b) information that is protected by generally binding legal regulations, in particular as trade secrets or intellectual property items;

c) information that a Contracting Party designates as confidential; and

d) information which, if disclosed or otherwise made available to third parties in an unauthorized manner, could be prejudicial to the Contracting Party providing the information.

12.3 A Contracting Party may use Confidential Information of the other Contracting Party and disclose it to third parties used in the performance of the Contract or to legal representatives, employees, governing bodies or members thereof, provided that the person or entity to whom the Confidential Information is to be disclosed is bound by a sufficient contractual or legal duty of confidentiality with respect to the information disclosed, at least to the extent that the Contracting Party is bound by these Terms and Conditions, and by the obligation to use it only for the purposes set forth in these Terms and Conditions.

12.4 In particular, each Contracting Party undertakes in relation to Confidential Information:

a) a) to protect all Confidential Information of the other Contracting Party of which it is aware;

b) not to use Confidential Information for their own benefit or for the benefit of a third party;

c) to handle all data carriers containing Confidential Information in such a way as to prevent the leakage of the Confidential Information contained therein and take appropriate technical and organisational measures to this end;

d) to bring to the attention of the other Contracting Party facts indicating a possible leakage of Confidential Information or inadequate measures to ensure the security of such information.

12.5 The protection of information shall not apply where:

a) the Contracting Party shall prove that such information is publicly accessible without such accessibility being caused by the Contracting Party itself;

b) the Contracting Party shall prove that it had access to such Confidential Information prior to receiving it from the other Contracting Party, even if prior to the effective date of the Contract, and that it did not obtain access to the relevant information by unlawful means;

c) the Contracting Party obtains the written consent of the other Contracting Party to whom the information relates to disclose the information; or

d) the disclosure of such Confidential Information is required by the law or by a binding decision of a competent

public authority. If so, the disclosing Contracting Party shall inform the other Contracting Party that the Confidential Information is to be or has been disclosed, unless prevented by a legal obligation or a binding decision of an authorized authority..

12.6 The obligation to maintain the confidentiality of information within the meaning of this Article 12 of these Terms and Conditions shall survive the termination of the Contract and shall continue for a period of five years from the date of termination of the Contract..

12.7 Notwithstanding any other provisions of this Article 12 of the Terms and Conditions, the Provider is entitled to refer to the provision of Services to the Customer as its reference within the scope of the Customer's designation, its logo and the scope of the Services provided.

13. COMMUNICATION AND DATA PROVISION

13.1 After the conclusion of the Contract and making the Application available to the Customer, communication between the Contracting Parties may take place electronically via the Provider's e-mail address listed on the website www.signi.com and the Customer's e-mail address listed in the Contract or when registering in the Application.

13.2 The Contracting Parties shall notify each other of the change of contact persons or their contact information through these contact persons or the Support Center. The customer is responsible for providing up-to-date and valid contact details, especially email addresses for sending invoices. Out-of-date or incorrectly stated contact information is not a reason for rejection or non-payment of an invoice, or non-fulfillment of obligations on the part of the Customer.

13.3 The Contracting Parties shall communicate, and the Basic Support, Extended Support and Services shall be provided in Czech and English languages.

14. LIABILITY AND COMPENSATION OF DAMAGE

14.1 Each of the Contracting Parties shall be obliged to compensate the other Contracting Party for the damage caused, within the framework of the applicable legal regulations and the Contract.
Both Contracting Parties undertake to use their best efforts to prevent damage and to minimise the damage incurred.

14.2 The Contracting Parties agree that the liability of a Contracting Party for any damage resulting from each breach of the Contract by the Contracting Party shall be limited to an amount equal to 100 % of the amounts paid by the Customer during the preceding 12 months of the Contract being effective (or 100 % of the amounts paid within the duration of the Contract if the Contract has been in effect for less than 12 months), this amount shall not to exceed CZK 100,000, and that the aggregate liability of the Contracting Party for damage arising from all the breaches of the Contract by the Contracting Party shall be limited to 100 % of the amounts paid by the Customer during the term of the Contract, up to a maximum of CZK 200,000.

14.3 The Provider shall not be liable for the Customer's proper selection of Services from its portfolio, the suitability of the relevant Services for the Customer, the benefit of such Services for the Customer's needs, the suitability of the Services for the purposes intended by the Customer or the fulfilment of the Customer's requirements or expectations..

14.4 The Provider shall not be liable for:

a) the content and the content and formal correctness of the documents uploaded to the Application by the Customer or User;

b) the accuracy of Templates integrated into the Application upon explicit request from a User and provided by the User to the Provider;

c) the adequacy and correctness of the User's modification of the Templates, nor for the fact that the User uses a Template adequate for the given business case;

d) the information contained in the imported documents and for the information added to the Templates by the User or for any changes made by the User to the Templates;

f) Users' capacity to enter into any contract with a counterparty or for the capacity to sign a document, and the User acknowledges that before entering into any contract or signing a document, the User shall sufficiently verify the other Contracting Party's capacity to enter into such contract or sign such document.

g) When enabling the functionality to send documents for signature via email, sensitive information and personal data contained in the document will not be protected. The client acknowledges that they have chosen to send documents via email with the understanding that this reduces the security of the transmitted documents.

14.5 The Provider shall not be liable for achieving performance parameters of the Services, outputs or results other than

those expressly agreed in the Contract or these Terms and Conditions. Similarly, the Provider shall have no obligations to the Customer or any third party involved on the Customer's side unless expressly stated in the Contract or these Terms and Conditions.

14.6 The Contracting Parties shall not be liable to each other for loss of profit, non-pecuniary damage or loss of income.

14.7 The limitations in paragraphs 14.2 to 14.6 of these Terms and Conditions shall not apply to damage caused intentionally and through gross negligence, as well as damage caused to natural rights.

14.8 Neither Contracting Party shall be obliged to compensate for damage caused by the breach of its obligations under the Contract if it has been prevented from fulfilling them by any of the obstacles precluding the obligation to compensate for damage within the meaning of Section 2913(2)CC.

14.9 The Contracting Parties undertake to notify the other Contracting Party, without undue delay, of any impediments to the proper performance of the Contract which preclude the obligation to compensate for damages according to the preceding clause. The Contracting Parties undertake to make reasonable efforts to avert and overcome the obstacles precluding the obligation to compensate for damage.

15. DURATION AND TERMINATION

15.1 The Contract shall enter into force and effect on the date of its signature by the last Contracting Party.

15.2 In the case of concluding the Agreement for a fixed term of 24 months with the option of extension through a written addendum, the Customer undertakes to renew the same or a higher document subscription in the second year of the Agreement's validity as in the first year. The Provider undertakes to transfer any unused documents from the first year of the Agreement's duration to the second year. After the expiration of the Agreement, unused services, particularly documents within the subscription, will not be refunded or carried over to the next period.

15.3 The Contracting Parties may terminate the Agreement without stating a reason, with a notice period of three months, which starts on the first day of the calendar month following the month in which the notice was delivered to the other Contracting Party.

15.4 The Provider may withdraw from the Contract only in the event of a material breach of the Contract by the Customer, in particular if:

a) the Provider suspends the provision of the Service in accordance with

Article 7.6 of these Terms and Conditions and the reasons for such suspension shall not cease within 15 days;

b) the Customer is in delay with its outstanding liabilities for more than 30 days; or

c) the Customer's statement made under Article 18.5 of these Terms and Conditions is false or if the Customer's undertaking set out in Article 18.6 of these Terms and Conditions is breached.

15.5 The Customer may withdraw from the Contract only in the event of a material breach of the Contract by the Provider, provided that the Customer sends the Provider a notice to remedy and the Provider fails to remedy such breach within 30 days of receipt of such notice.

15.6 The Contracting Parties have agreed to exclude the application of Section 1978(2) CC, which provides that the expiry of the additional time limit for performance shall result in the withdrawal from the Contract without any further conditions.

15.7 Termination of the Contract shall not relieve either Contracting Party of their obligation to settle their liabilities arising from the failure to comply with the obligations and liabilities incurred during the term of the Contract.

16. SANCTIONS

16.1 In the event of a breach of the restrictions set out in Article 9 of these Terms and Conditions by the Customer, the Provider shall be entitled to a contractual penalty of CZK 100,000 for each individual breach of such obligation.

16.2 In the event of a breach of the obligation of confidentiality by one of the Contracting Parties pursuant to Article 12 of these Terms and Conditions the other Contracting Party shall be entitled to a contractual penalty of CZK 200,000 for each breach of such obligation.

16.3 Contractual penalties and/or interest on late payment shall be due on the 15th day following the date of receipt of a written demand for payment by the obliged Contracting Party, unless a longer period is specified in the demand.

16.4 Unless otherwise specified below, payment of any agreed contractual penalty shall not relieve the obliged Contracting Party of its obligation to fulfil its obligations, including the obligation to compensate for damage.

17. ADJUSTMENTS TO THE SCOPE OF SERVICES AND THE CONTRACT

17.1 The Provider shall have the right to update or modify these Terms and Conditions and

any other attachments to the Contract. The Provider is obliged to notify the Customer of such changes by email, including the effective date of such changes, no later than one month before the change becomes effective.

17.2 If the Customer does not agree to a change to the Terms and Conditions or to a document referred to in the Terms and Conditions which is not justified by a corresponding change in the legal regulations that has occurred during the term of the Contract, the Customer shall be entitled to terminate the Services affected by such change; such termination shall be effective on the date on which the change becomes effective pursuant to paragraph 17.1, unless the Contracting Parties agree otherwise. If the Customer fails to properly inform the Provider of its disagreement with a change that has been duly notified thereto, then by its failure to do so the Customer accepts the change.

17.3 The Provider is entitled to modify the Application. The Provider will inform the Customer of significant changes to the Service interface.

18. FINAL PROVISIONS

18.1 The Customer declares that if he/she is a natural person, he/she concludes the Contract in connection with his/her business.

18.2 Any amendments and additions to the Contract beyond Article 17 of these Terms and Conditions may be made only after full agreement has been reached on the content of the amendment or addition. The Contracting Parties exclude the possibility of concluding an addendum without agreement on all the particulars pursuant to Section 1726 CC. The Contracting Parties also exclude the application of Section 1740(3) CC and Section 1757(2) CC.

18.3 The Contract and all rights and obligations under or in connection with the Contract shall be governed by the legal regulations of the Czech Republic.

18.4 In the event that the Contract, these Terms and Conditions and any other document referred to in the Contract or these Terms and Conditions are contradictory to any extent, then the following order of priority of documents shall apply:

1. Contract;
2. these Terms and Conditions;
3. other documents.

18.5 18.5 The Customer declares that it is not bankrupt or in liquidation or subject to insolvency proceedings as of the date of conclusion of the Contract.

18.6 The Customer is obliged to inform the Provider of its bankruptcy or threatened bankruptcy, the commencement of insolvency proceedings against it or the execution or judicial enforcement of a decision ordered in relation to its property or the threat of such a situation (the issuance of a decision that in all likelihood will not be complied with by the Customer), within five days of the moment when the Customer became or could have become aware of this fact.

18.7 The Contract shall be binding on both Contracting Parties and their successors in title.

18.8 The Provider is entitled to assign claims from issued invoices for Services to a third party, particularly for the purpose of factoring issued invoices, even without the prior written consent of the other Contracting Party.

18.9 If any provision of the Contract, these Terms and Conditions or any other document referred to in the Contract or these Terms and Conditions is or becomes in the future invalid, ineffective, void or unenforceable, or is found to be so by any competent authority, the remaining provisions shall remain in full force and effect, unless by the nature of such provision or its contents or the circumstances, in which it is made, that it cannot be severed from the other contents of the Contract, these Terms and Conditions or any other document, the Contracting Parties shall replace the invalid, ineffective or unenforceable provision without undue delay by another provision which corresponds in substance and intent most closely to the original provision and to the Contract, these Terms and Conditions or any other document as a whole.

18.10. The Provider is entitled to annually increase the price of the license, document subscription, and other services by an amount corresponding to the rate of inflation expressed as the average annual consumer price index, published by the Czech Statistical Office or its legal successor for the previous calendar year. The price increase as per the previous sentence will be effective from June 1 of the current calendar year. The increase, if it occurs, will be announced no later than the end of April, or in another manner according to these Terms and Conditions. If no increase is announced within the specified timeframe, there will be no increase in the given calendar year. For the avoidance of doubt, it is stated that the price increase by the rate of inflation as per the previous sentence is not considered a change in the Contract or the Price List.

These terms and conditions are valid from May 1, 2025.

Ondřej Synovec, Managing Director of Digital factory s.r.o.