

## TERMS OF USE

These terms of use form an agreement between **Desk Nine Private Limited** (herein, **SignDesk**), a company registered under the Indian Companies Act, 2013, having its registered office address at #95, 3rd Floor, Rudra Chambers, 4th Main, 11th Cross Rd, Malleswaram, Bengaluru, Karnataka 560003 and **You**. These Terms of Use of the software have been revised on 1st March, 2022. By using this Product you are bound by all the terms given below. These terms and conditions govern the use of the SignDesk Product and forms a part of the Master Service Agreement signed between SignDesk and You. Please read the terms carefully before proceeding.

### 1. DEFINITIONS:

1. **Admin User** shall mean the person who is authorized by You to have the access to the Admin Account;
2. **Maintenance and Support** shall mean the maintenance and support services as described in the [Service Level Agreement \(“SLA”\)](#);
3. **Master Service Agreement** shall mean the Service Agreement signed between SignDesk and You for availing the access of the respective SignDesk Product in exchange for consideration;
4. **Process Flow** shall mean the process flow of the delivery of the Products agreed between the parties at the time of UAT;
5. **Product** shall mean the Products and/or software offered by SignDesk and as selected by You;
6. **SignDesk, We, Us, Our** shall mean Desk Nine Private Limited;
7. **User** shall mean any person authorized by You to access and use the Product;
8. **You, your** shall mean the User of the Product and the person (including, but not limited to, individual or governmental/non-governmental, public/private, banking/non-banking entity) entering in this Agreement.

### 2. USER ACCOUNT CREATION AND ACCESS

1. SignDesk shares Login credentials with You on completion of the Agreement in the form of a User ID and Password.
2. You shall immediately change the password on receipt of such credentials.
3. You will be able to access the Products using this User ID and password.
4. SignDesk can cease the User access in case it detects any unethical activity.

### **3. USER INFORMATION AND DATA SECURITY**

1. Any User data and information will remain the property of the User only. SignDesk does not own any User data.
2. Accuracy of User Information is not SignDesk's responsibility.
3. The Users are responsible to maintain the confidentiality of their own User ID and Password.
4. SignDesk can not access the User data available on the User account.
5. All the data uploaded by the User gets saved in the database in an encrypted format.
6. Users are not allowed to use the Software for any unethical or illegitimate purposes or any purpose other than what is clearly expressed in the Agreement signed with SignDesk.

### **4. SOFTWARE USE DECLARATIONS**

1. SignDesk Software maintains conformity with the service description given to the User.
2. Users are provided with the services as per the selected package details.
3. Maintaining proper internet connection and functioning software and hardware is the User's responsibility.
4. The Software is subject to downtime due to various reasons including, but not limited to, regular maintenance, third party integration issues, unforeseen network issues etc. SignDesk can only take responsibility for conditions under its control and not more than that.

### **5. CONFIDENTIALITY**

1. Confidential Information is any information that holds economic value for either party and is available whether in oral, written, coded form or expressly stated as Confidential.
2. Confidential Information also includes the following:
  - a. Non-public information relating to technology, customers, business plans, promotional activities, finances etc.;
  - b. Third-party information that is to be kept confidential;
  - c. The terms and conditions of the agreement between User and SignDesk;
  - d. Any other non-public business information.
3. Confidential information does not include any information that is readily available to the public or is obtained through no fault of the User.
4. Confidential Information can only be used to access the Software and for no other reason. The User understands that any Confidential Information can not be disclosed to any third party.

5. The Confidential Information can only be shared with authorized government authorities only on written notice to the other party. This information should still be given the treatment of Confidential Information.
6. The Confidential Information shall be shared by the employees and representatives of the receiving party only on a need to know basis.
7. All Confidential Information should be returned whenever requested by the disclosing party.
8. Any Confidential Information can not be shared with any third party even after the termination of use of the SignDesk Product.

## **6. ACCEPTABLE USE OF THE PRODUCT**

1. The Users acknowledge that they are eligible to enter into an agreement and are not prohibited under any law to form a party to an agreement and use the given Product;
2. The Users acknowledge that they are above 18 years of age;
3. The Users acknowledge that they are not prohibited under any law to use the Products offered by SignDesk;
4. The Users should not use the Products for any harmful, fraudulent, illegal or illegitimate purpose;
5. The User should not use the SignDesk Products to cause any material harm to the software through hacking, malware, password attacks, or any other kind of cyber breach;
6. In case SignDesk discovers that the User is using the Products for any prohibited purpose given under these Terms of Use or any other law the user access shall be ceased.

## **7. INTELLECTUAL PROPERTY RIGHTS**

1. SignDesk gives you the non-exclusive, non-transferable, non-sublicensable license to use the Product.
2. All rights related to the Product are reserved with SignDesk including various intellectual property rights, APIs, technology codes, document management systems.
3. Users are not allowed to directly or indirectly reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets of SignDesk while using the Software.
4. SignDesk does not violate or infringe any trademark, copyrights, privacy rights or any other rights of any third party.

## **8. SOFTWARE WARRANTIES AND DISCLAIMERS**

1. SignDesk does not take the responsibility of any third party service provider.
2. SignDesk is not responsible for any functional errors taking place due to lack of internet connection or User's hardware or software if the same does not support the SignDesk Product.
3. The SignDesk Product is licensed "AS IS". Save as otherwise provided for in the Terms of Use, SignDesk grants no warranties to the User regarding the Software, the third-party services, including but not limited to implied warranties as to their fitness for any purpose, that the Software, Third Party Software and Products will be error-free or the operation of the Software, Third Party Software and Products will be uninterrupted.

