

TERMS SPECIFIC TO INK.IT

1. DEFINITION

1. Aadhaar based eSign shall mean Aadhaar based online electronic signature service as recognized by the provisions of Schedule II of the IT Act, 2000 which facilitates an Aadhaar holder to electronically sign a document;

2 Aadhaar Number shall mean the unique identification number issued to a resident by UIDAI;

3 Audit Trail shall mean the Audit Trail of Transaction saved in Service Provider's System which includes such details which is required to be maintained at the option of the Service Provider;

4. Electronic Signature Facility shall mean technical facilities provided by Service Provider to affix Aadhaar based eSign or Non-Aadhaar based electronic signature based on service request passed by Service Recipient through API.

5. ESP Shall mean the eSign Service Provider who shall be providing eSign services to the Service Provider as defined in this Agreement;

6. ink.it shall mean the signature product by SignDesk and shall include Aadhaar based e-sign, Non-Aadhaar based Esign, PAN based signature

7. Non Aadhaar Based Electronic Signature shall mean Electronic Signature affixed by way of OTP verified through Email and/or mobile number passed by Service Recipient through API.

8. PAN based eSign shall mean PAN based online electronic signature service as recognized by the provisions of Schedule II of the IT Act, 2000 which facilitates a PAN holder to electronically sign a document

9. PAN shall mean Permanent Account Number (PAN), is a ten-digit alphanumeric number, issued in the form of a laminated card, by the Income Tax Department, to any person who applies for it or to whom the department allots the number without an application.

ink.it

- a. Signdesk's E-sign Product Workflow is accessible [here](#).
- b. You acknowledge that Aadhaar Based Esign Product and PAN based product is provided by ESPs and Non Aadhaar Based Electronic Signature Product is a proprietary product of SignDesk.

2. RESPONSIBILITY OF THE PARTIES

1. SignDesk Responsibility:

- a. Sign Desk's E-sign product is developed in lines with all applicable laws and guidelines.
- b. SignDesk shall maintain an Audit Trail for a period of 7 years as mandated by CCA.

2. Your Responsibility

- a. You shall ensure compliance with applicable the guidelines laid down under The Information Technology Act, 2000 and Rules therein;
 - b. You agree to abide by all the applicable laws, rules, regulations, notices, circulars as issued from time to time by the appropriate authorities while using this product;
 - c. You shall not pass any document which is outside the scope of IT Act and You accept that Signdesk does not ascertain the suitability of the Document with respect to the Esign Product;
 - d. You acknowledge that if you have entered Aadhar details different from Aadhar Card, the system will give You a chance to correct the details. However, these transactions will be chargeable as per the commercials in Order Form.
3. You acknowledge that Signdesk will give You those data as passed by UIDAI or ESPs as the case be and does not make any representations or warranties about the appropriateness of any Authentication Measure or response;
4. You agree that the responsibility of choice of the type of authentication- Aadhaar (OTP/Biometric/Offline) is completely on you in accordance with the applicable laws and your use cases.

3. DISCLAIMER OF WARRANTIES(INK.IT)

SignDesk is a disinterested third party technology provider and therefore will not be responsible for the following-

- a. ensuring the legality of documents sent to our systems;
- b. ensuring that appropriate details of parties provided are correct;
- c. determining the type of e-sign to be used.

You are solely responsible for the aforementioned responsibilities.

4. THIRD PARTY LIMITATIONS

The Ink.IT Solution is subject to limitations including-

1. SignDesk Ink IT Solution is provided on an “as is” basis
2. As the solution is provided in collaboration with Vendors, in case of unprecedented glitch in the services as provided by them, there may be delay and the Service Provider shall not be liable for the same. The glitch can be in the nature of but not limited to-
3. Vendor System downtime (in case of Vendor System scheduled downtime the same shall be notified to you as and when we are intimated of the same).
4. Stoppage of services by Vendors in the state or change of law.

5. LIMITATIONS OF REMEDIES AND LIABILITY.

SignDesk’s total aggregate liability for Document workflow Solution for any reason whatsoever and upon any cause of action including without limitation, breach of contract, negligence, strict liability, misrepresentations, and other torts, is limited to INR 7 (Rupees Seven Only) per electronic signature, eSign immediately preceding the events giving rise to the liability. However, this limit of liability shall not be applicable in case of a claim for breach of confidentiality or Intellectual Property Rights;

6. ADDITIONAL CHARGES

There are certain charges which are dependent on external factors such as- Aadhaar Authentication charges as fixed by the Unique Identification Authority of India (UIDAI) which may be revised which may affect the change in pricing of the Services.