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## License Terms of Use

### § 1 Preamble

These License Terms of Use constitute a legally binding agreement between SIGN8 AG c/o SWISS COMPANY AG, Bahnhofstrasse 21, 6300 Zug, Switzerland (“**SIGN8**” or the “**Licensor**”), and the Customer (also referred to as the “**Licensee**”). They define the conditions under which the Licensee is permitted to use the SIGN8 Solutions.

The License Terms of Use form the legal basis for the granting of usage rights to all SIGN8 products, in particular Certification Services (e.g., qualified electronic signatures and regulated seals). These products – whether provided via the WebApp, an API, or through a local access model – are hereinafter collectively referred to as the “**SIGN8 Solutions**”.

These License Terms of Use apply both to each Licensee and to all users authorized by the Licensee, regardless of whether they are explicitly mentioned in the individual provisions.

Use of the SIGN8 Solutions requires acceptance of these License Terms of Use and is reserved exclusively for businesses and self-employed professionals acting in a professional or commercial capacity. The SIGN8 Solutions are not provided to consumers as defined under Swiss law.

These License Terms of Use apply from the time of booking or initial use (e.g., accessing the WebApp, using the API, or starting a workflow) and supplement any individual agreements entered into between SIGN8 and the Licensee.

### § 2 Definitions

#### API (Application Programming Interface)

A programming interface that enables the Licensee or authorized users to access the functions of the SIGN8 Solutions at a system level. Access may be performed through the Licensee’s own applications, provided the Licensee has been granted authorization.

#### Authorized User

A natural person authorized by the Licensee to use the SIGN8 Solutions. Authorized Users typically do not have a contractual relationship with the Licensor and use the Solutions on behalf of or in the name of the Licensee. The Licensee is responsible for the conduct of its Authorized Users.

#### Certification Services

The SIGN8 Solutions include, in particular, Certification services within the meaning of the Swiss Electronic Signature Act (ZertES; SR 943.03) (“**Certification Services**”), including

qualified electronic signatures (“**QES**”) and regulated electronic seals (“**RSeals**”) for legal entities as well as related support and consulting services.

### **Contract Term**

The period during which the use of the SIGN8 Solutions is contractually agreed upon between the Licensor and the Licensee. The Contract Term begins with the first booking or activation of a usage package and ends upon valid termination or expiration of the agreed usage period.

### **Customer**

A contracting party of SIGN8 – whether a legal entity or natural person – with whom a license agreement is concluded. The term “Customer” is used synonymously with “Licensee” in these License Terms and Conditions.

### **Decompilation, Disassembly, Reverse Engineering**

Activities intended to determine the source code or internal functionality of the SIGN8 Solutions by means of reverse engineering, disassembly, or analysis of software components.

### **License**

The authorization, granted under these License Terms of Use, for the Licensee and its Authorized Users to use the SIGN8 Solutions. The License is non-transferable, non-sublicensable, and intended solely for use in accordance with these License Terms of Use and other agreements between the Licensee and SIGN8.

### **Licensor**

Refers to SIGN8 as the provider and rights holder of the SIGN8 Solutions.

### **Licensee**

The Customer of SIGN8 who, under a contractual relationship, is permitted to use the SIGN8 Solutions. The Licensee is the sole contracting party of the Licensor and is responsible for compliance with these Terms by itself and its Authorized Users.

### **Local Access Model**

An access model for the use of SIGN8 Solutions in which qualified and regulated Certification Services are used through local hardware components made available to the user. Signature creation is carried out via a SSCD integrated by the user.

### **Managed Service Provider (MSP)**

A Licensee that integrates the SIGN8 Solutions into its own digital platforms or processes in order to offer them to third parties as part of its own service. This is only permitted with the Licensor’s prior express written consent.

### **Remote Access Model**

An access model operated by SIGN8 for the creation of QES (“**Remote Signature Model**”) and RSeals (“**Remote Seal Model**”). In this model, the relevant qualified certificate is accessed via a secure signature/seal creation device (“**SSCD**” see below) centrally operated by SIGN8. Usage typically occurs via the browser-based WebApp or an API integration.

**SSCD (Secure Signature/Seal Creation Device)**

A SSCD enables the creation of qualified/regulated electronic signatures or seals. The SSCDs are certified in accordance with ZertES and ensure a high level of security for key storage and the generation of qualified/regulated Certification Services.

**Software as a Service (SaaS)**

A delivery model of the SIGN8 Solutions where the software is hosted on servers operated by SIGN8 or its service providers. Installation on the Licensee's own infrastructure is not intended.

**SIGN8 Solutions**

All products and services made available by SIGN8 for use, or parts thereof. This includes, in particular, electronic signatures and seals, the associated WebApp, API access and user interfaces, as well as supporting and complementary services. The SIGN8 Solutions may evolve and are provided in the then-current functional scope booked by the Licensee.

**Third-Party Providers / Third-Party Services**

External providers whose services or technologies are integrated into or connected with the SIGN8 Solutions (e.g., identification services). Where such third-party services are used, this occurs within the technical framework of the SIGN8 Solutions. No direct contractual relationship between the Licensee and the third-party provider is established.

**Trust Center Infrastructure (TCI)**

The SIGN8 Trust Center Infrastructure is a dedicated infrastructure, operated either by the Customer or by SIGN8 on behalf of the Customer, for issuing and managing qualified electronic certificates. SIGN8 provides the Customer with a fully or partially equipped system environment (data center) through which, under the control and supervision of SIGN8, signature certificates may be issued.

**Usage Right**

The contractual right to use the SIGN8 Solutions within the agreed scope of the license. It does not confer ownership rights to the software and does not permit any use beyond the contractual framework, in particular reproduction, distribution, or public disclosure.

**USB Token**

A physical token (USB device or smartcard) provided by SIGN8 that contains a qualified certificate used to create qualified/regulated signatures or seals in the Local Signature Model. Use is only possible after successful identification and activation.

**§ 3 Subject Matter and Usage Rights****3.1. Provision of the SIGN8 Solutions**

Within the framework of the SIGN8 Solutions, the Licensor provides the Customer with electronic Certification Services as well as additional certification services and supporting features. These services may be accessed through different technical connection models:

- **WebApp:** A browser-based interface for creating electronic signatures or seals using a SSCD operated by the Licensor;
- **Local Access Model:** Creation of qualified electronic signatures and regulated seals using a SSCD with a qualified certificate provided by the Licensor;
- **API-Integration:** Integration of the SIGN8 Solutions into the Customer's systems;
- **Trust Center Infrastructure (TCI):** Provision of a local infrastructure (e.g., a server) by the Licensor, through which the Customer – within the pre-defined scope – may issue qualified/regulated electronic certificates and manage identities locally.

### 3.2. Grant of License

Subject to the following provisions, the Licensor grants the Customer a non-exclusive, revocable, non-transferable, and non-sublicensable License to use the SIGN8 Solutions within the scope of the selected license model. Use is limited to the respective license model and the contractually agreed functions of the SIGN8 Solutions.

Use of the SIGN8 Solutions is permitted solely for the Customer's own purposes. Disclosure, resale, or granting of access – whether against payment or free of charge – to third parties is not permitted unless expressly agreed otherwise in writing.

Use is permitted only by Authorized Users designated by the Customer. The License also covers such users who are not direct contractual partners of the Licensor but act on behalf of or in the interest of the Customer within the chosen license model; such users are equally bound to comply with these License Terms of Use.

### 3.3. License Model and Scope of Use

The use of the SIGN8 Solutions is based on packages or consumption according to the respective order. The specific scope of functions results from the package booked by the Customer during the ordering process. The details set out in the order and the corresponding product description constitute a service specification, but not a guarantee. Guarantees are granted only if expressly designated as such.

### 3.4. Use of the Local Signature Model

Under the Local Access Model, the Licensor provides the Licensee with a hardware component (e.g., a USB Token) containing a qualified electronic certificate. The token includes a SSCD within the meaning of Article 6 ZertES and enables the Licensee to create qualified electronic signatures ("**Local SSCD**").

Use of the Local SSCD is activated following successful identification of the Licensee. From that point, the qualified certificate may be used for a period of two (2) years. Billing follows the same method as under the Remote Access Model, based on booked signature volumes; any usage beyond the package will be invoiced separately. The Licensor records the number of qualified signatures generated at the system level.

The Licensee is obliged to securely store the Local SSCD and any access credentials (e.g., PIN, password) and to protect them against unauthorized access. The Licensee is responsible for

all qualified signatures created with the assigned token and must implement appropriate technical and organizational measures to prevent loss or misuse.

The Local SSCDs provided meet the requirements of ZertES and the applicable implementing act. The Licensor reserves the right to replace a SSCD prior to the end of its intended usage period for good cause (e.g., security incident, suspicion of misuse, legal changes, or regulatory order) with an equivalent or updated device. The legitimate interests of the Licensee will be duly considered.

The key pair associated with the qualified certificate may only be used for creating qualified electronic signatures. Any other use contrary to these License Terms of Use is prohibited. Manipulation or improper use of the Local SSCD is not permitted.

### **3.5. Use of SIGN8 APIs**

The Licensor provides APIs to authorized Licensees, enabling integration of core functions of the SIGN8 Solutions (e.g., signature creation, workflow management, certificate administration) into the Customer's own applications or processes. Use of an API requires the allocation of unique credentials by the Licensor, integration into the Customer's IT environment, and authentication via the OAuth2 protocol. Access is permitted exclusively to the Licensee and the systems and users duly authorized by the Licensee. Use of the API is at the Licensee's own responsibility and requires basic knowledge of secure API integration as well as of the functionality of the SIGN8 Certification Services.

Use of the SIGN8 API is permitted solely for integration into the Customer's own systems. Use by or for third parties, or within Software as a Service (SaaS) offerings or as part of multi-tenant platforms, is permitted only if the Customer informs the Licensor of such use before commissioning the multi-tenant solution.

The Licensee may develop or operate its own applications that access the SIGN8 Solutions via the API, provided this occurs within the scope of the booked License. Transfer of access to third parties or commercial reselling of the SIGN8 Solutions is permitted only with the Licensor's express written consent.

### **3.6. Authorized Users**

The Customer, within their license account, may authorize other to use the SIGN8 Solutions (e.g., by inviting them to a signature workflow). Authorization is carried out independently by the Customer. The number of Authorized Users is not limited; billing is based on the agreed license model and actual consumption.

### **3.7. Security Obligations of the Licensee**

The Customer is obliged to treat all access and authentication data (e.g., credentials, PINs, passwords) assigned to or generated by it as confidential and to protect them against unauthorized access. The Customer must ensure, both technically and organizationally, that only authorized users with the appropriate authorization levels gain access to the SIGN8 Solutions.

### **3.8. Permitted Use**

The SIGN8 Solutions may only be used in compliance with applicable law, the Licensor's General Terms and Conditions, and for the contractually agreed purpose.

Automated bulk signatures or signature processes that occur without manual user approval are permitted only with the Licensor's prior express consent. This particularly applies to applications where a large number of signatures are triggered in a short time, such as in automated workflows.

The Licensor reserves the right to take measures to restrict or suspend services in the event of proven or reasonably suspected unlawful or contract-breaching use. Responsibility for the actions of Authorized Users lies with the Customer.

### **3.9. Intellectual Property Rights**

The Licensor and, where applicable, its licensors retain all rights to the SIGN8 Solutions, including all underlying technologies, source codes, databases, interfaces, designs, trademarks, logos, and other proprietary rights. The Customer receives only those rights required for use within the framework of the Agreement.

### **3.10. Third-Party Software and Open-Source Components**

The SIGN8 Solutions may contain third-party software or open-source components. Where such components are used, the applicable license terms of the third-party providers apply additionally and take precedence for their use. Upon request, the Licensor will provide the Customer with an overview of the third-party software used and the applicable license terms.

## **§ 4 Restrictions of Use**

Subject to individual written agreements, the following usage restrictions apply to all users of the SIGN8 Solutions:

### **4.1. Unauthorized Technical Interference**

The Licensee and all Authorized Users are prohibited from copying, decompiling, disassembling, Reverse Engineering, or otherwise attempting to derive the source code, underlying algorithms, methods, or other technical mechanisms of the SIGN8 Solutions, in whole or in part, unless expressly permitted by mandatory law. The same applies to adapting, modifying, translating, or creating derivative works of the SIGN8 Solutions, unless permitted by law.

It is also prohibited to distribute, sell, transfer, lend, rent, lease, or otherwise provide or offer the SIGN8 Solutions, any individual products thereof, components, or product keys. This also applies to any form of sublicensing, transfer of Licenses to Third Parties, disclosure to unauthorized persons, or use within time-sharing models. In particular, it is prohibited to enable Third Parties to download, install, or access the SIGN8 Solutions via a personalized License, unless expressly permitted by contract or law.

Furthermore, it is prohibited to use robots, scripts, devices, software, or other automated means for the use, control, or analysis of the SIGN8 Solutions without the prior written consent

of SIGN8. This includes, in particular, any form of automated mass usage (e.g., bots, crawling, automated API calls without approval).

#### **4.2. Improper or Unlawful Use**

The SIGN8 Solutions may not be used for creating, distributing, or processing unlawful or misleading content, for document forgery, for misrepresenting identities, or for any other unlawful, immoral, or regulatorily impermissible purposes.

#### **4.3. Protection of SIGN8 Infrastructure**

The use of the SIGN8 Solutions must not lead to an excessive burden on system resources or endanger the stability, availability, or security of the technical infrastructure. SIGN8 reserves the right to take appropriate protective measures in case of imminent danger, in particular to temporarily block or throttle access. Any use involving automated mass usage is only permitted with prior written approval from SIGN8.

#### **4.4. Unauthorized Multiple or External Use of Personal Licenses**

The Licensee and any user are prohibited from using personal Licenses in such a way that multiple users who have not been assigned a License or have not acquired their own License use the same License jointly, thereby exceeding the contractually granted number of personal Licenses.

#### **4.5. Prohibited Use in Third-Party Service Environments**

Products or Licenses of SIGN8, regardless of whether they are provided free of charge, for a fee, or on a goodwill basis, may not – unless otherwise agreed in writing – be used, integrated, made available, or otherwise exploited within a Managed Service Provider (MSP) model, a Platform-as-a-Service (PaaS) offering, a service bureau, or a similar offering. The same applies to offering standalone SIGN8 products as hosted services.

#### **4.6. Use by Competitors**

The Licensee and any user are not entitled to use SIGN8 products if they are in competition with SIGN8. In particular, the use of SIGN8 products for conducting benchmark tests, collecting or publishing performance data, or for the purpose of developing or distributing competing products is prohibited.

#### **4.7. Protection of Intellectual Property Notices**

Copyright notices, trademarks, logos, or other proprietary notices on or within the SIGN8 products may not be removed, obscured, or altered by the Licensee or users, unless otherwise agreed in writing.

#### **4.8. Circumvention of Technical License Restrictions**

The Licensee and any user are prohibited from circumventing, altering, or manipulating product keys, access credentials, or technical License restrictions of the SIGN8 Solutions. This

applies in particular with respect to the scope of the License as defined at the time of acquisition.

#### **4.9. Sanctions for Violations**

In the event of violations of these usage restrictions, SIGN8 is entitled to immediately suspend access to the SIGN8 Solutions, temporarily or permanently, to terminate the License Agreement for cause, and/or to claim damages. Such measures will be communicated to the Licensee with a statement of reasons.

### **§ 5 Technical Requirements and Compatibility**

#### **5.1. Supported Systems und Browsers**

The SIGN8 WebApp can be used without local installation through commonly available current web browsers. All standard operating systems (including Windows, macOS, Linux, iOS, and Android) are supported, as well as the most common browsers, in particular Google Chrome, Mozilla Firefox, Microsoft Edge, and Apple Safari. There are no restrictions regarding mobile devices or mobile browsers, provided that system requirements are met.

#### **5.2. Compatible File Formats**

The WebApp of the SIGN8 Solutions allows the electronic signing of PDF files.

The API version of the SIGN8 Solutions allows the electronic signing of multiple file formats. The currently supported formats are specified in the current CSC documentation, which is available upon request.

SIGN8 reserves the right to adapt the supported formats as required in line with regulatory requirements and technical standards.

#### **5.3. Supported Signature Formats**

SIGN8 supports the creation of electronic signatures in relevant technical signature formats pursuant to ZertES, in particular PAdES, CAdES, and JAdES. The selection of the respective format is automated depending on the type of file to be signed and the applicable regulatory requirements. There are no technical limitations regarding supported formats for advanced, regulated, or qualified electronic signatures.

#### **5.4. Requirements for Qualified/Regulated Certification Services (QES, RSeal)**

For the use of qualified/regulated Certification Services within the meaning of ZertES, the following technical requirements apply depending on the type of Certification Service and the Access Model used (WebApp, API, TCI, or Local Access Model):

##### **a) Qualified Electronic Signatures**

- When using the Remote Signature Model, the creation of Qualified Electronic Signatures (QES) takes place via a SSCD provided by SIGN8 within a certified remote signature service. No additional hardware component is required on the user's side.

- When using the Local Signature Model, the SSCD (e.g., a USB Token) is provided to the Customer by SIGN8. In this case, the Licensee is responsible for integrating and securely handling the SSCD.
- For each QES, a prior ZertES-compliant identification is required, which is generally carried out by a qualified Third-Party Provider commissioned by SIGN8 (e.g., via Videoident or e-ID). Successful identification is a prerequisite for executing the signature.

#### **b) Regulated Electronic Seals**

- Regulated Electronic Seals (RSeals) may only be used by legal entities or organizations and serve as proof of origin and integrity of electronic documents.
- When using the WebApp, a RSeal is issued via a SSCD in the remote seal model. For the Local Access Model, a hardware component (e.g., a USB Token) provided by SIGN8 is required.
- An identity verification of the company or of an authorized representative is required during the application for the RSeal.

### **5.5. General Technical Minimum Requirements**

For the use of the SIGN8 Solutions, a stable internet connection and a current operating system with regularly performed security updates are required. Access is only possible via TLS-encrypted connections. Outdated systems or insecure configurations (e.g., disabled certificate checks or unsecured networks) may result in limitations or security risks and must be avoided by the Licensee. SIGN8 aligns its technical compatibility with the current state of the art.

## **§ 6 Updates, Maintenance and Availability**

### **6.1. Technical Development and Updates**

SIGN8 is entitled to continuously further develop and adapt the SIGN8 Solutions in order to meet legal, security-related, or market-standard requirements. This includes, in particular, functional adjustments, security updates, and performance optimizations. The Licensee is not entitled to any specific development or to the retention of any particular scope of functionality unless expressly agreed in writing.

Updates, including technical improvements, performance optimizations, and security-critical patches, may be deployed automatically and without prior notice, provided they do not result in material changes to the functionality or user interface. In all other cases, SIGN8 will announce planned changes in an appropriate manner and in a timely fashion. Changes that are unreasonable for the Licensee entitle them to an extraordinary termination in accordance with Section 11.2.

### **6.2. Maintenance**

SIGN8 is entitled to perform maintenance on the SIGN8 Solutions at regular or extraordinary intervals to ensure the stability, security, and functionality of the service. This maintenance will, whenever possible, take place outside of normal business hours and will be announced

with reasonable advance notice, unless the urgency of the matter (e.g., security vulnerabilities) requires immediate implementation. During maintenance or security-related emergency measures, temporary interruptions may occur which do not constitute a defect.

### **6.3. Availability**

As a Certification Service Provider as defined by ZertES, SIGN8 ensures, within the legal requirements, adequate and continuous availability of its Certification Services, including QES, RES and RSeals. This obligation specifically includes compliance with technical and organizational measures to ensure service availability.

Otherwise, the Licensee has no claim to a specific availability, response time, or uninterrupted operation of the SIGN8 Solutions, unless separate Service Level Agreements (SLAs) have been agreed upon.

SIGN8 strives for an average monthly availability of the SIGN8 Solutions of at least 99.5%. Maintenance periods and events beyond SIGN8's reasonable control (e.g., force majeure, failures of networks, infrastructure, or Third-Party Cloud Services) are excluded from this calculation.

To the extent permitted by law, no binding performance commitment or automated credit arrangement can be derived from the publicly target availabilities or maintenance regulations.

## **§ 7 Responsibilities of the Licensee**

### **7.1. Use by Authorized Persons**

The Licensee is responsible for the proper use of the SIGN8 Solutions within the scope of the contractually agreed upon Licenses and functionalities. The Licensee bears the responsibility for ensuring that only individuals who have been assigned an authorized, personal License by the Licensee access the solutions. The use of personal Licenses by unauthorized individuals or multiple non-licensed users is prohibited.

### **7.2. Selection of the Legally Appropriate Signature Type**

The Licensee is solely responsible for ensuring that the chosen type of electronic signature or seal is legally suitable to achieve the intended legal effect in the specific use case. SIGN8 assumes no responsibility for and provides no advice on the legal suitability of the Certification Services used in specific legal or professional fields.

### **7.3. Accuracy of Identification Data**

The Licensee warrants that all information submitted for identity verification and signature issuance is truthful, complete, and current. The use of false, outdated, or third-party identity data is prohibited. The Licensee bears the risk for any consequences arising from the use by improperly identified or unauthorized users, particularly in the case of assigning signature right or access to third parties.

#### **7.4. Management of Access and Permissions**

The Licensee bears the sole responsibility for the management and security of its access credentials, API keys, Personal Identification Numbers (“**PINs**”), and login data, as well as for the integrity of its internal role and permission concepts. The regular review of user permissions and their deactivation upon an employee’s departure or change of role falls within the Licensee’s scope of responsibility.

#### **7.5. Reporting of Security Incidents**

The Licensee must immediately notify SIGN8 of any security incidents, suspected misuse, or loss of access credentials. In the event of a justified suspicion, SIGN8 is entitled to temporarily block the affected access to prevent misuse, unlawful signatures, or security-related disruptions.

#### **7.6. Technical and Organizational Security Measures**

The Licensee agrees to implement technical and organizational measures on its end to ensure that no insecure or outdated systems are used to access the SIGN8 Solutions. Specifically, it is recommended to always use up-to-date operating systems and secure internet connections, and to avoid accessing the services from public or unsecured networks.

Furthermore, the Licensee commits to effectively protecting the access credentials for the SIGN8 Solution from access by unauthorized third parties. To this end, the Licensee shall implement appropriate security measures to prevent such unauthorized use. The Licensee shall be held directly and fully liable for any breaches of this agreement caused by third parties to whom it has unlawfully granted or permitted access to the SIGN8 Solutions or the access credentials.

#### **7.7. Cooperation with Authorities**

The Licensee agrees to cooperate with SIGN8 in the event of governmental inquiries or legally mandated audits and to provide, upon request, the information necessary to respond to such inquiries. SIGN8 is entitled, where required by legal obligations or governmental order, to temporarily store certain information or to disclose it to the competent authorities.

### **§ 8 Warranty for Defects**

#### **8.1. Scope of Warranty**

SIGN8 provides the Licensee with a temporary, non-exclusive license to use the SIGN8 Solutions. The applicable scope of functionality is that which contractually agreed upon for the package subscribed to by the Licensee. The warranty applies exclusively to the use of the SIGN8 Solutions in conformity with these License Terms of Use.

As this agreement constitutes a grant of a right to use and not a sale of a physical item or a transfer of ownership, the warranty is governed by principles applicable to rental agreements, unless mandatory legal provisions dictate otherwise. The provisions of this section regarding the warranty for hardware components remain unaffected.

## 8.2. Warranty of Functionality

SIGN8 warrants that the SIGN8 Solutions will, in all material respects, conform to the functions and features described in the respective contractual offer and on the SIGN8 website. This warranty is based on the scope of functionality available at the time of the contract's conclusion or at the time the respective product version is made available. The service description available at the time of subscription shall be the authoritative version.

## 8.3. Notice of Defects and Remedy

The Licensee must notify SIGN8 of any apparent defects immediately, and of any hidden defects immediately upon their discovery, in text form (via email to [customerservice@sign8.ch](mailto:customerservice@sign8.ch)). SIGN8 will remedy reported defects within a reasonable period, provided they materially impair the contractual use of the SIGN8 Solutions. There is no obligation to remedy defects in cases of merely minor deviations from the contractually agreed-upon condition or in cases where usability is only insignificantly impaired.

## 8.4. Remedies for Software Defects

In the event of a justified notice of a defect in the SIGN8 Solutions, the Licensee's exclusive remedy – and SIGN8's sole liability under this warranty – shall be, at SIGN8's sole discretion and expense, to either:

- remedy the identified defect by repairing or replacing the affected software component, or
- provide the Licensee with a pro-rata refund of the fees already paid for the affected period.

If SIGN8 opts for the aforementioned refund, the Licensee's Usage Right for the affected service shall terminate upon the refund becoming effective. In such a case:

- the Licensee's account will be promptly deactivated or deleted; and
- the Licensee will first be given the opportunity to export and save their data, documents, and workflow locally.

## 8.5. Consulting- and Support Services

SIGN8 warrants that any commissioned consulting or support services will be performed with professional diligence and in accordance with generally accepted standards. In the event of a proven breach of this obligation, the Licensee's sole and exclusive remedy shall be for SIGN8 to either:

- re-perform the affected service; or
- refund the fees paid for such service.

This remedy is conditional upon the Licensee notifying SIGN8 in writing of the issue within thirty (30) business days following the performance of the service. The Licensee shall provide reasonable assistance to SIGN8 in remedying the defect.

## 8.6. Exclusion of Warranty

This warranty does not apply to defects resulting from:

- use that is improper or not in accordance with its intended purpose outside of the agreed-upon or published system requirements or security specifications;
- modifications to the SIGN8 Solutions made by the Licensee or any third party;
- use in a non-approved environment (hardware, operating system, browser, network); or
- force majeure or technical circumstances beyond SIGN8's reasonable control.

Specifically, SIGN8 makes no warranty or representation regarding:

- any specific level of availability or that the SIGN8 Solutions will be uninterrupted or error-free;
- fitness for any particular purpose or business outcome intended by the Licensee; or
- the complete accuracy or freedom from error of any consulting or support services;

even if SIGN8 was informed of the intended use.

Except as expressly stated herein, the SIGN8 Solutions and any accompanying information, services, and content are provided "as is" and without any warranty. The Licensee's mandatory statutory rights remain unaffected.

## 8.7. Claims for Non-Remediable Defects

If SIGN8 is unable to remedy a reported and material defect within a reasonable period, the Licensee shall have the right to a reasonable reduction of the fees for the affected period. The right to terminate the contract is excluded, unless the continued use of the service is unreasonable for the Licensee. In such an event, the License shall terminate upon the termination becoming effective, and any fees already paid will be refunded on a pro-rata basis for the period of non-use.

## 8.8. Warranty for Sold Hardware Components

Insofar as SIGN8 sells hardware components to the Licensee as part of the selected License package – particularly SSCDs such as USB Tokens – the following provisions shall apply in addition to these terms:

### a) Agreement of Quality

The quality and specifications of the hardware shall be determined by the respective product information available at the time the contract is concluded. Minor technical deviations within standard commercial tolerances are reserved, provided they do not impair functionality.

### b) Inspection and Notice

The Licensee is obligated to inspect the delivered hardware for any obvious defects immediately upon delivery and to report such defects to SIGN8 in writing within seven (7) calendar days of receipt. Hidden defects must be reported within seven (7) calendar days of

their discovery. Failure to provide timely notice of a defect shall be deemed an acceptance of the goods as-is.

**c) Remedies for Defects**

In the case of a timely and justified notice of a defect, SIGN8 shall first have the right to remedy the defect (at its own discretion, either by repair or replacement) within a reasonable period. If such remedy fails, the Licensee may – subject to the conditions of statutory regulations – withdraw from the purchase contract or reduce the purchase price.

**d) Exclusions**

No warranty is provided for damage resulting from improper handling, external factors (e.g., moisture, heat, power surges), or use in an unsupported hardware or software environment.

**e) Statute of Limitations**

Warranty claims for delivered hardware shall expire twelve (12) months from the date of delivery. In cases of willful misconduct, fraudulent concealment, or where liability is mandated by law (e.g., under product liability statutes), the statutory limitation periods shall apply.

## **§ 9 Liability of the Licensor**

### **9.1. General Principles of Liability**

SIGN8 shall be liable without limitation for damages caused by willful misconduct or gross negligence, as well as for damages arising from injury to life, body, or health, provided such damages are caused by a breach of duty by the Licensor, its legal representatives, or vicarious agents.

In the event of a slightly negligent breach of a material contractual obligation, SIGN8's liability shall be limited to the foreseeable damage that is typical for this type of contract. Material contractual obligations are those obligations the fulfillment of which is essential for the proper execution of this contract and on whose compliance the Customer may regularly rely.

In such cases, liability is further limited to the coverage amount of SIGN8's business liability insurance policy.

These liability provisions shall also apply for the benefit of SIGN8's employees, corporate bodies, and other vicarious agents.

### **9.2. Exclusion of further Liability**

In all other respects, the liability of SIGN8 is excluded, regardless of the legal basis. This exclusion applies in particular to indirect or consequential damages, lost profits, lost business opportunities, business interruptions, or loss of reputation.

### **9.3. Liability for Avoidable Damages**

SIGN8 shall not be liable for damages that could have been prevented by reasonable measures taken by the Customer, particularly through regular data backups.

#### **9.4. Liability for Improper Use**

SIGN8 shall not be liable for damages arising from the unsuitable, high-risk, or improper use of the services – especially if the SIGN8 Solutions are used outside of their intended scope of application or without adequate security measures.

#### **9.5. Liability for Infringement of Third-Party Intellectual Property Rights**

SIGN8 shall not be liable for third-party claims of intellectual property infringement if such claims are based on:

- unauthorized use;
- unapproved modifications;
- combination with components not provided by SIGN8;
- use of outdated software versions; or
- third-party components.

#### **9.6. Liability for Third-Party Services**

Certain sub-functions of the SIGN8 Solutions (e.g., identification services) may be provided by Third-Party Providers. SIGN8 assumes responsibility for these components only if they are an integral part of a Certification Service offered by SIGN8. In all other cases, the responsibility lies outside SIGN8's sphere of influence.

#### **9.7. No Third-Party Beneficiaries**

The provisions of this agreement are for the sole benefit of the Customer. No Third Party – including Authorized Users or partner companies – shall derive any independent rights from this agreement, unless mandatory statutory provisions dictate otherwise.

#### **9.8. Product Liability**

The statutory provisions of the Act on Liability for Defective Products shall remain unaffected.

### **§ 10 Payment**

#### **10.1. Prices and Taxes**

All stated prices are net prices and are exclusive of the applicable statutory value-added tax ("VAT") (as of 2025: 8,1%) Any changes to the VAT rate will be adjusted accordingly and passed on to the Licensee.

#### **10.2. Payment Methods and Modalities**

Payment shall be made as agreed upon when subscribing to the License package, either by bank transfer upon invoicing, SEPA direct debit, or credit card. SIGN8 will provide the Licensee with the invoice in electronic form, which will include a link for payment processed by a

payment service provider that cooperates with SIGN8 as a Third-Party Provider for these purposes.

Costs for excess usage, such as exceeding agreed-upon signature quotas or for additional services (e.g., QES), will be invoiced to the Licensee separately from the regular billing cycle using the agreed-upon payment method.

The Licensee must notify SIGN8 of any changes to the billing address immediately in text form (via email to [customerservice@sign8.ch](mailto:customerservice@sign8.ch)).

### **10.3. International Payments**

Payments from outside the country shall be made in Swiss Francs (CHF). Any bank or transaction fees incurred shall be borne by the Licensee. The Licensee assumes all exchange risks.

### **10.4. Due Date and Default**

Payments are due without deduction within fourteen (14) days of receipt of the invoice. In the event of late payment, default interest will be charged at the statutory rate. The Licensee will receive a payment reminder before access is suspended. SIGN8 reserves the right to suspend access to the SIGN8 Solutions in the event of persistent payment default and to assert further rights, including the right of termination in accordance with Section 11.2.

### **10.5. Set-off and Assignment**

The Licensee is not entitled to set-off payments against counterclaims or to assign claims to third parties, unless the counterclaim has been legally established by a final court judgement or is undisputed.

### **10.6. Refunds and Cancellations**

Services are generally non-cancelable and non-refundable. Any deviation from this policy requires an explicit written agreement.

### **10.7. Changing the License Package**

Should the Licensee desire a different package or scope of services, they may upgrade at any time. The upgraded package will become active and will be billed accordingly starting the following month.

## **§ 11 Term and Termination of the License**

### **11.1. Contract Term and Automatic Renewal**

The term of the License and the subscription depends on the package selected by the Licensee and may be monthly, quarterly, or annual. The minimum subscription term is one (1) month. The subscription begins upon ordering the selected package, including any trial version, and shall remain in effect until it is terminated by either the Licensee or SIGN8, or until SIGN8 discontinues the services.

For monthly subscriptions, the subscription will automatically renew for an additional month unless a party provides notice of termination in text form (via email to [customerservice@sign8.ch](mailto:customerservice@sign8.ch)) at least one (1) day before the end of the current subscription period.

For annual subscriptions, the subscription will automatically renew for an additional year unless a party provides notice of termination in text form (via email to [customerservice@sign8.ch](mailto:customerservice@sign8.ch)) at least forty-five (45) days before the end of the current period.

In the event of an upgrade, the subscription term will restart beginning the following month. The term of an annual subscription can be modified with respect to its scope, but not its duration.

## 11.2. Termination

Either party may terminate the agreement, the subscription, or the Licenses for convenience by adhering to the applicable notice periods and formal requirements.

Furthermore, either party may terminate the agreement for cause if the other party commits a material breach of the contract and fails to cure such breach within thirty (30) days of receiving a notice in writing or text form (via email to [customerservice@sign8.ch](mailto:customerservice@sign8.ch)), or within fourteen (14) days in the case of non-payment.

SIGN8 is entitled to terminate the agreement immediately for any breach of material obligations (particularly the provisions of Section § 3). Additionally, SIGN8 may terminate the agreement if the Licensee ceases its business operations without a successor or becomes the subject of insolvency proceedings.

Should SIGN8 make material changes to these License Terms of Use that, when viewed objectively, constitute a significant detriment to the Licensee with respect to the contractual services or terms of use, SIGN8 will inform the Licensee in writing at least four (4) weeks before the changes take effect. In this event, the Licensee has the right to reject the amended license terms within two (2) weeks of receiving the notification of change and to terminate the license agreement with four (4) weeks' notice, effective upon the implementation of the changes, in text form (via email to [customerservice@sign8.ch](mailto:customerservice@sign8.ch)). If the Licensee fails to object in the specified form and within the specified period, the amended license terms shall be deemed accepted.

## 11.3. Consequences of Termination

Upon the effective date of termination, all Usage Rights granted to the Licensee for the SIGN8 Solutions shall automatically expire. The Licensee is obligated to immediately delete or, upon SIGN8's request, return all locally installed software components, access credentials, hardware (e.g., USB Tokens), and any documentation and copies thereof received.

Where legally permissible, all data associated with the Licensee will be promptly deleted, but no later than three (3) months after the termination becomes effective.

This does not affect any statutory retention obligations, particularly those arising from SIGN8's role as a Certification Service Provider under ZertES. These may require the further retention of evidence or signature data in accordance with statutory periods.

Upon termination of the agreement, the Licensee must:

- Immediately cease all use of SIGN8 Solutions and related services, including access by authorized third parties.
- Confirm to SIGN8 in writing within thirty (30) days of expiration or termination that all documents, files, documentation, and confidential information belonging to SIGN8 have been secured or deleted.

Termination shall not release the Licensee from the obligation to pay all fees owed up to the effective date of termination. Provisions concerning ownership of SIGN8, limitations of liability, confidentiality, waiver of claims, and applicable law shall survive the termination of this agreement.

Support services will end upon the expiration of the subscription or upon termination, in accordance with the agreed-upon Service Level Agreements.

## **§ 12 Supplemental Provisions for the Use of the SIGN8 Solutions**

### **12.1. Use of Subcontractors**

SIGN8 is entitled to use qualified subcontractors to provide the contractually owed services. In such cases, SIGN8 remains responsible to the Customer for the proper fulfillment of the contract. If subcontractors process personal data on behalf of SIGN8, they will be engaged in compliance with data protection regulations, particularly on the basis of a valid data processing agreement in accordance with Article 9 of the Federal Act on Data Protection (FADP, SR 235.1).

### **12.2. No Use by Consumers**

The SIGN8 Solutions are not provided to consumers as defined under Swiss law. Use of the SIGN8 Solutions is permitted exclusively for business entities. By entering into this agreement, the Customer confirms that they are acting in this capacity.

### **12.3. Use of Name and Logo for Reference Purposes**

Unless expressly excluded in the offer or revoked by the Customer in text form (via email to [customerservice@sign8.ch](mailto:customerservice@sign8.ch)) or in writing, SIGN8 is entitled to identify the Customer as a reference by name and by using its company logo for promotional purposes on the SIGN8 website as well as in marketing and sales materials. This right is granted for the duration of the contractual relationship and for a period of up to three (3) years following its termination.

### **12.4. Visible Branding („Powered by SIGN8“)**

Any branding visible on the platform or in generated documents (e.g., "Powered by SIGN8") may only be removed or hidden if this has been expressly agreed upon between the parties in writing or in text form.

## **12.5. Availability and Deletion of Documents**

Documents created within a workflow (e.g., signed PDFs) will be stored on SIGN8's systems for a period of three (3) months and will be automatically deleted thereafter. The Customer is solely responsible for the timely backup and archiving of these documents. No further notification will be provided prior to deletion.

## **12.6. Prohibition of Assignment and Limitation on Set-Off**

The Customer may not assign any claims arising from this contract to third parties without the prior written consent of SIGN8. The right to set-off against claims by SIGN8 is only permitted with counterclaims that are undisputed or have been legally established by a final court judgment.

# **§ 13 Final Provisions**

## **13.1. Amendments to these License Terms of Use**

Any amendments or additions to these License Terms of Use must be made in writing. This requirement also applies to any amendment or waiver of this written form requirement itself.

## **13.2. Precedence and Interpretation of Contractual Documents**

Should any individual provision of these License Terms and Conditions conflict with SIGN8's General Terms and Conditions ("**GTCs**") or with any individually negotiated contractual agreements, the provisions of the GTCs or the individual agreements shall prevail. The Customer's own GTCs shall not apply, even if SIGN8 has not expressly objected to them in a specific instance.

## **13.3. Governing Law and Jurisdiction**

This agreement shall be governed by Swiss law, to the exclusion of its conflict of laws principles and the UN Convention on Contracts for the International Sale of Goods (CISG). To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising from or in connection with these License Terms and Conditions shall be Zug, Germany. This also applies to disputes concerning the formation and validity of the contract.

## **13.4. Severability Clause**

Should any provision of these License Terms of Use be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected. In place of the invalid provision, both parties undertake to agree upon a valid provision that most closely approximates the economic purpose of the invalid provision.