eSign App Terms of Use

Effective date: October 9, 2025

You can see our previous Terms of Use here and here.

1. ACCEPTANCE OF TERMS

- **Acceptance of Terms.** By accessing or using the ESign App website, the ESign App mobile application (together, the **"Service"** or "**ESign App**") made available by Municorn Limited (the "**Company**", "**we**", "**us**", or "**our**"), you (the "**user**" or "**you**") agree to be bound by these Terms of Use (**"Terms of Use"**). These terms also include the Refund Policy. **If you do not agree to be bound by the Terms of Use, do not access or use the Service.**
- **Bundle Subscription.** You may access eSign or other applications through a unified account of bundle subscription. Upon authorization, the same credentials may be used to access all included Municorn Apps (eSign, Scanner, PDF Forms) under a Bundle subscription plan ("**Bundle Subscription**"). When you access or use any of these applications under a unified account, the Terms of Use of these applications apply. Please review Terms of Use Scanner App and Terms of Use PDF Forms App before you start using Bundle Subscription.
- **Special Terms.** There may be times when we offer a special feature that has its own terms and conditions that apply in addition to these Terms of Use. In case of conflict, the specific terms for such feature shall prevail.
- **ARBITRATION NOTICE FOR U.S. RESIDENTS: PLEASE READ SECTION 15 (U.S. ARBITRATION) CAREFULLY.** By accepting the Terms of Use, you agree that:
    - Disputes between you and ESign App will be resolved by binding, individual arbitration.
    - You waive your right to participate in a class action lawsuit or class-wide arbitration.
    - Exceptions to binding arbitration:
        - You may opt-out from binding arbitration as described in Section 15 (U.S. Arbitration).

    - There are certain types of disputes described in Section 15 (U.S. Arbitration) that do not fall under the binding arbitration clause.
- **We may modify this Agreement from time to time.** We will notify you at least 7 days prior to the effective date by email, through the App, or by presenting you with a new version of the Agreement for you to accept if we make modifications that materially change your rights. Your continued use of the App after the effective date of an updated version of the Agreement will indicate your acceptance of the Agreement as modified.
- **Privacy Policy.** To learn more about how we collect, use, and protect your personal data, please review our Privacy Policy which forms an integral part of these Terms of Use.

  When using a Unified Account or Bundle Subscription, certain personal and other data (such as login credentials, account identifiers, subscription details, feature usage information, etc.) may be shared and synchronized among Municorn Apps to enable seamless login and unified service delivery. Please refer to our Privacy Policy for full details on how we process such data.
- If you are a resident of the European Economic Area (EEA), the United Kingdom, or other regions with laws governing data collection and use, you may have rights under applicable data protection laws, including the right to request access to and correction or deletion of your personal data, or to object to certain processing activities.
- If you are a California resident, you may have additional rights under the California Consumer Privacy Act (CCPA), including the right to request information about the collection, use, and disclosure of your personal information. Please refer to our Privacy Policy for more details.

2. SERVICES

Municorn Limited provides access to the ESign App designed to allow customers a professional and easy way to e-sign documents, save and share documents from phone, including by downloading, installing, registering with, accessing or otherwise using the application. The range of Services provided may depend on the selected plan or data package.

If you use the Bundle Subscription you will be provided with access to a suite of mobile applications designed to enhance document management, including e-signing, scanning, and PDF form processing. Upon authorization, users may access the features and services

of any included app as part of their Bundle Subscription. These applications include, among others, ESign App, Scanner App, and PDF Forms App.

3. ELIGIBILITY

General age limitation. ESign App is not intended for or directed at children under 13, and we do not knowingly collect or solicit any information from anyone under the age of 13 or knowingly allow such persons to use ESign App. If we become aware that we have inadvertently collected such data, we will delete it promptly.

If you are a parent or guardian and believe we have collected information from your child who is under the age of 13, please contact us at support@e-sign.co.

Age limitation for EEA and UK individuals. You must be at least 16 years old in order to use ESign App. We do not allow use of ESign App by EEA and UK individuals younger than 16 years old. If you are aware of anyone younger than 16 using ESign App, please contact us at support@e-sign.co, and we will take the required steps to delete the information provided by such persons.

4. YOUR USE OF THE SERVICES

Access to Services. To use the Services, you may need to register a Municorn account ("**Unified Account**"). This account enables access to multiple Municorn Apps from Bundle Subscription using a single login (for example, via Apple ID or Google ID, or other authentication methods). By registering once, you may access any included Municorn application covered by your Bundle Subscription without creating separate accounts for each app.

Your account credentials and related data (such as your name, email address, Apple ID, Google ID, subscription status, usage preferences, etc.) may be synchronized between Municorn Apps solely for the purpose of authentication, billing, and ensuring seamless functionality across all supported applications.

You are responsible for maintaining the confidentiality of your credentials and for all activities that occur under your Unified Account. Any misuse or unauthorized access may lead to suspension or termination of access to all associated apps within the Bundle Subscription.

If your Unified Account or Bundle Subscription is terminated or suspended, your access to all associated Municorn Apps and their features will be affected.

Your use of Services. As a condition of using the Services, you agree not to use the ESign App for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Services and you shall abide by all local, state, national, and international laws and regulations and any applicable regulatory codes. You agree that if you take any of the following actions, you will be materially breaching this Agreement, and you agree that you **SHALL NOT**:

a. resell, rent, lease, loan, sublicense, distribute, or otherwise transfer rights to ESign App;
b. modify, reverse engineer, decompile, or disassemble ESign App;
c. copy, adapt, alter, modify, translate, or create derivative works of ESign App without the written authorization of the Company;
d. permit other individuals to use ESign App, including but not limited to shared use via a network connection, except in accordance with these Terms of Use;
e. circumvent or disable any technological features or measures in ESign App for protection of intellectual property rights;
f. use ESign App in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction;
g. use or access ESign App to compile data in a manner that is used or usable by a competitive product or service;
h. use your ESign App account to engage in any illegal conduct;
i. use the Service in connection with chain letters, junk email, pyramid schemes, illegal or unethical testimonials, cross soliciting, money games, spamming or any duplicative.
j. create a false identity or forged email, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;
k. harvest or otherwise collect information about others, including email addresses, without their consent;
l. upload or transmit any communications that infringe or violate the rights of any party;
m. access ESign App's privacy API by means other than those permitted by ESign App;
n. upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms of Use, and the Company's Privacy Policy;

o. libel, defame or slander any person, or infringe upon any person's privacy rights;
p. to attempt to broadcast a single unsolicited document to many recipients at once;
q. crawling, scraping, caching or otherwise accessing any content on the Service via automated means, including but not limited to, user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with ESign App's express consent);
r. interfere with another user’s use and enjoyment of the Service or another entity's use and enjoyment of similar services; or
s. upload any material that contains software viruses or any other computer code, files, or programs that are malicious, technologically harmful, or designed to interrupt, destroy, or limit the functionality of any computer software, ESign App website or the app.

Any such forbidden use shall immediately terminate your licence to use the Services.

We may suspend or terminate your access to the Service at any time, with or without notice, if we reasonably believe you have breached these Terms or pose a risk to the security or integrity of the Service. Upon termination, all rights granted to you under these Terms will immediately cease, and you must stop all use of the Service.

5. PROHIBITED CONTENT AND USAGE RESTRICTIONS

Users of ESign App are prohibited from uploading illegal content, or engaging in any activities that violate local, state, national, and international laws and regulations and any applicable regulatory codes.

We reserve the right to suspend or terminate accounts involved in such behavior and cooperate with law enforcement as required. Users may also be temporarily blocked if such violations are suspected.

Responsibility for the content. You are solely responsible for any content uploaded with the Service. You affirms, represents, and warrants that you own or have the necessary licenses, rights, consents, and permissions to upload any content with the Service, that the content will not violate any rights of any third party (including intellectual property rights or rights of publicity or privacy), and will not violate any applicable law, rule, regulation, or the terms of service of any other platform.

6. LIMITED LICENCE

We grant you a *personal, worldwide, revocable, non-transferable, and non-exclusive licence* to access and use ESign App and / or Apps included in Bundle Subscription for personal and non-commercial purposes in accordance with the Terms of Use.

You may not copy, store, modify, distribute, transmit, perform, reproduce, publish, license, create derivative works from, transfer, or sell any text, graphics, logos, and other source-identifying symbols, designs, icons, images, or other information, software or code obtained from ESign App without prior express written permission from the Company which may be withheld for any or no reason.

You further agree not to download, display or use any content on ESign App that is provided by the Company or its licensors located on the ESign App for use in any publications, in public performances, on websites other than ESign App for any other commercial purpose, in connection with products or services that are not those of the Company, in any other manner that is likely to cause confusion among consumers, that disparages or discredits the Company and/or its licensors, that dilutes the strength of the Company or its licensor's property, or that otherwise infringes the Company or its licensors' intellectual property rights. You further agree to in no other way misuse any content published by the Company or third-party content that appears on ESign App.

All rights, title, and interest in and to ESign App not expressly granted in the Terms of Use are reserved by the Company. If you wish to use the Company's software, title, trade name, trademark, service mark, logo, domain name, and/or any other identification with notable brand features or other content owned by the Company, you must obtain written permission from the Company. Permission requests must be sent to support@e-sign.co.

To avoid any doubt, the Company owns all the text, images, photos, audio, video, location data, software, code, and all other forms of data or communication that the Company creates and makes available in connection with ESign App, including but not limited to visual interfaces, interactive features, graphics, design, and the compilation of aggregate user review ratings and all other elements and components of ESign App, excluding User Content (collectively referred to herein as the "**Company's Content**"). Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to ESign App and the Company's Content are retained by us.

7. EXPORT AND ECONOMIC SANCTIONS CONTROL

The software that supports ESign App may be subject to U.S. export and re-export control laws and regulations, including the Export Administration Regulations ("**EAR**") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("**OFAC**"), and the International Traffic in Arms Regulations (**"ITAR**") maintained by the Department of State. You represent and warrant that you are (1) not located in any country or region that is subject to a U.S. government embargo, and (2) are not a denied party as specified in the regulations listed above.

You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither ESign App nor any technical data related thereto nor any direct product or products derived from or based on such technology received from ESign App under these Terms of Use thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by such laws and regulations.

8. COPYRIGHT INFRINGEMENT

If you believe any materials accessible on or from ESign App infringe your copyright, you may request removal of those materials (or access thereto) from ESign App by contacting the Company and providing the following information:

a. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and, where possible, include a copy or the location of an authorised version of the work.
b. Identification of the material that you believe to be infringing and its location. Please describe the material and provide us with its URL or any other pertinent information that will allow us to locate the material.
c. Your name, address, telephone number, and (if available) e-mail address.
d. A statement that you have a good faith belief that the complained use of the materials is not authorized by the copyright owner, its agent, or the law.
e. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
f. A signature or the electronic equivalent from the copyright holder or authorized representative.

In an effort to protect the rights of copyright owners, the Company maintains a policy for the termination, in appropriate circumstances, of users of ESign App who are repeat infringers.

9. SUBSCRIPTIONS

- **Subscription.** ESign App offers a subscription, including a Bundle Subscription, that allows you to import or scan, add a signature, and share any document as a PDF or JPG file. The terms, content, and limits of Service may vary depending on the country of use and the specific subscription chosen. Please note that the contents of the subscription may be modified at any time. By starting a subscription, you agree that it will automatically renew at the end of each billing period unless you cancel before the current period ends. You also acknowledge and agree that your purchase is for a recurring subscription service, and is not contingent on any future functionality, features, or dependent on any oral or written public statements or comments made by us regarding such future functionality or features.
- **Bundle Subscription**. We offer a unified subscription plan ("**Bundle Subscription**") that provides full access to multiple Municorn applications currently including Scanner App, ESign App, and PDF Forms App under a single purchase. By subscribing through any of these apps, you automatically receive access to all other included Municorn Apps using the same Unified Account credentials.
- **Billing.** You may purchase the subscription directly from ESign App or through a third party by paying a subscription fee plus applicable taxes in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase.

  The Bundle Subscription is managed through the App Store and renews automatically at the end of each billing period, unless cancelled before renewal. Subscription fees are charged once and apply across all participating apps. You may manage or cancel your subscription in your device settings, and changes apply to all apps in the bundle.
- **Trial**. Some of our subscriptions may include a trial period, where you can experience the application for a specified period at a reduced price ("**Trial**"). Subscriptions with the Trial period will automatically renew to a paid subscription once your Trial expires.
- If you purchase access to the subscription through a third party, separate terms and conditions with such third party may apply in addition to these Terms of Use. Please contact the third party regarding any refunds or to manage your subscription.
- **Refund Policy.** For assistance with refunds, please contact our support team at support@e-sign.co in accordance with our Refund Policy.

- **Price and tax changes.** The Company may from time to time make changes to the subscription, including recurring subscription fees, and will communicate any price changes to you in advance. Price changes will take effect at the start of the next subscription period following the date of the price change and, by continuing to use the subscription after the price change takes effect, you will have accepted the new price. If you don't agree to a price change, you can reject the change by unsubscribing from the applicable subscription prior to the price change going into effect.

  Tax rates or other fees are based on the rates applicable at the time of your monthly charge. These amounts can change over time with local tax requirements in your country, state, territory, county, or city. Any change in tax rate will be automatically applied based on the account information you provide.
- **Renewal and Cancellation.** Your payment to ESign App or the third party through which you purchased the subscription will automatically renew at the end of the applicable subscription period. You should cancel your subscription or Trial before it renews to avoid the billing of the fees for the next subscription period. To comply with the FTC's Click-to-Cancel Rule, we ensure that cancelling your subscription is as simple as signing up. You may cancel your subscription at any time directly through your device settings, with no additional steps required.

  You can cancel the renewal of your subscription at any time by following the instructions below:
  Open the Settings app > Tap your name > Tap Subscriptions > Tap the subscription > Tap Cancel Subscription
  or
  Open the ESign App > Tap Settings > Tap Manage subscription > Tap Cancel Subscription.

  If you purchased your subscription through a third party, please cancel directly through that provider's subscription management system.
  If you want to cancel your Bundle Subscription, please note that your cancellation will apply to all apps in a bundle.
  For any questions or assistance with the cancellation process, contact our Support team at support@e-sign.co. However, please note that cancellation must be completed through your account as described above, and support cannot process cancellations on your behalf.

- **Disputes and Liability.** Any disputes regarding payments processed through the third parties must be resolved directly with the respective payment provider. Our liability is limited to confirming the successful completion of transactions on our platform.

10. INDEMNIFICATION

You agree to defend, indemnify, and hold the Company, its officers, directors, employees, agents, affiliates, representatives, licensors, suppliers, partners, advertisers, and content providers (together referred to as "**ESign App Parties**"), harmless from and against any claims, actions, demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, arising out of or resulting from, or alleged to result from, your violation of these Terms of Use.

11. LIMITATION OF LIABILITY; WAIVER

Under no circumstances will the ESign App Parties be liable to you for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages) that are directly or indirectly related to:

a. the Service;
b. the ESign App content;
c. user content;
d. your use of, inability to use, or the performance of the service;
e. any action taken in connection with an investigation by the ESign App parties or law enforcement authorities regarding your or any other party's use of the Service;
f. any action taken in connection with copyright or other intellectual property owners;
g. any errors or omissions in the Service's operation; or
h. any damage to any user's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if foreseeable or even if the parties have been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict

liability or tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or theft or destruction of the service).

In no event will the ESign App Parties be liable to you or anyone else for loss, damage or injury, including, without limitation, death or personal injury. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event will the ESign App parties total liability to you for all damages, losses or causes or action exceed one hundred United States dollars ($100.00).

You agree that in case that you incur any damages, losses or injuries that arise out of ESign App's acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any web site, service, property, product or other content owned or controlled by the ESign App Parties, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any web site, property, product, service, or other content owned or controlled by the ESign App Parties.

12. RELEASE

By accessing the Service, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and hereby expressly waive, the benefits of section 1542 of the civil code of California, and any similar law of any state or territory, which provides as follows: "*a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor*."

ESign App is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

13. DISCLAIMERS

We do not control, endorse or take responsibility for any third-party content linked to ESign App. You acknowledge sole responsibility for and assume all risks arising from your use of any third-party websites or resources. **YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH THIRD PARTIES FOUND THROUGH THE SERVICE ARE SOLELY BETWEEN YOU AND THE THIRD PARTY.**

Your use of ESign App is at your sole risk. ESign App is provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, we do not represent or warrant that ESign App is accurate, complete, reliable, current or error-free, free of viruses or other harmful components. You assume the entire risk as to the quality and performance of ESign App within your use.

Municorn Limited is not liable if the Service fails to meet the customer’s expectations or if there are issues with third-party network coverage or speed.

14. THIRD-PARTY SERVICES AND LINKS

You are solely responsible for your interaction with other users of the Service, whether online or offline. You agree that ESign App is not responsible or liable for the conduct of any user. ESign App reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post Content or any personal or other information.

You may choose, at your sole and absolute discretion and risk, to use applications that connect the Service or your profile on the Service with a third-party service (each, a "Third-Party Application") and such Third-Party Application may interact with, connect to or gather and/or pull information from and to your Service profile. By using such Third-Party Applications, you acknowledge and agree to the following:

- if you use a Third-Party Application to share information, you are consenting to information about your profile on the Service being shared;
- your use of a Third-Party Application may cause your personal data to be publicly disclosed and/or associated with you, even if ESign App has not itself provided such information; and

- your use of a Third-Party Application is at your own option and risk, and you will hold the ESign App Parties (defined below) harmless for activity related to the Third-Party Application.

15. U. S. ARBITRATION

FOR UNITED STATES RESIDENTS ONLY: Please read the following Section carefully because it requires you to arbitrate certain disputes and claims with the Company and limits the manner in which you can seek relief from us.

Except for small claims disputes in which you or the Company seek to bring an individual action in small claims court located in the county of your billing address or disputes in which you or the Company seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and the Company waive your rights to a jury trial and to have any dispute arising out of or related to these Terms of Use or the Company resolved in court. Instead, all disputes arising out of or relating to these Terms of Use or the Company will be resolved through confidential binding arbitration held in Santa Clara County, California in accordance with the Streamlined Arbitration Rules and Procedures ("**Rules**") of the Judicial Arbitration and Mediation Services ("**JAMS**"), which are available on the JAMS website and hereby incorporated by reference. You either acknowledge and agree that you have read and understand the rules of JAMS or waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

You and the Company agree that any dispute arising out of or related to these Terms of Use or the Company is personal to you and the Company and that any dispute will be resolved solely through individual arbitration and <u>will not be brought as a class arbitration, class action or any other type of representative proceeding</u>.

You and the Company agree that these Terms of Use affect interstate commerce and that the enforceability of this Section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. ("**FAA**"), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms of Use and the Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided,

however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You and the Company agree that for any arbitration you initiate, you will pay the filing fee and the Company will pay the remaining JAMS fees and costs. For any arbitration initiated by the Company, the Company will pay all JAMS fees and costs. You and the Company agree that the state or federal courts of the State of California and the United States sitting in Santa Clara County, California have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR THE COMPANY MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND THE COMPANY WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.

You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section by notifying the Company in writing. The notification must be sent to support@e-sign.co under the subject "Arbitration Opt-out".

In order to be effective, the opt-out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 14 (Governing Law) below.

16. GOVERNING LAW

These Terms of Use and any claim, controversy or dispute arising out of or related to these Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Cyprus without giving effect to any conflicts of law provision. The courts of the Republic of Cyprus shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms of Use (including any non-contractual disputes or claims), unless settlement by means of arbitration under Section 15 applies. To the extent permissible, the United Nations Convention on Contracts for the International Sale of Goods will not apply.

If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. ESign App's failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition. This dispute resolution provision will survive the termination of any or all of your transactions with ESign App.

17. ADDITIONAL TERMS APPLICABLE TO IOS DEVICES

The following terms apply if you use ESign App on any device that contains the iOS mobile operating system ("**iOS App**") developed by Apple Inc. ("**Apple**").

- **Acknowledgement**. You acknowledge that these Terms of Use are concluded solely between you, and not with Apple, and us, not Apple. We are solely responsible for the App and the content thereof. You further acknowledge that the usage rules for the iOS App are subject to any additional restrictions set forth in the usage rules for the Apple App Store terms of service as of the date you download the iOS App, and in the event of any conflict, the usage rules in the Apple App Store shall govern if they are more restrictive. You acknowledge and agree that you have had the opportunity to review the Apple usage rules.
- **Scope of License**. The license granted to you is limited to a non-transferable license to use the iOS App on any iPhone, iPod touch or iPad that you own or control as permitted by the Apple usage rules set forth in the Apple App Store terms of service.
- **Maintenance and Support**. You and us acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iOS App.
- **Warranty**. You acknowledge that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the iOS App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the iOS App by you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS App. You and the Company acknowledge that to the extent that there are any applicable warranties, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty would be the sole responsibility of the Company. However, you understand and agree that in accordance with these Terms

of Use, the Company has disclaimed all warranties of any kind with respect to the iOS App, and therefore, there are no warranties applicable to the iOS App.

- **Product Claims**. You and the Company acknowledge that as between Apple and the Company, the Company, not Apple, is responsible for addressing any claims relating to the iOS App or your possession and/or use of the iOS App, including, but not limited to (i) product liability claims, (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.
- **Intellectual Property Rights**. You and the Company acknowledge that, in the event of any third party claim that the App or your possession and use of the iOS App infringe third party's intellectual property rights, the Company, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.
- **Legal Compliance**. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted persons.
- **Developer Contact Details**. Any questions, complaints or claims with respect to the iOS App should be directed to support@e-sign.co.
- **Third-Party Terms of Agreement**. You agree to comply with any applicable third-party terms when using the iOS App.
- **Third-Party Beneficiary**. You and the Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Use, and that, upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof).

18. MISCELLANEOUS

- These Terms of Use constitute the entire agreement between you and us relating to ESign App and your use of ESign App, and these Terms of Use supersede and replace any and all prior oral or written understandings or agreements between the Company and you relating to ESign App and your use of ESign App.
- The language of these Terms of Use is English language only.

- You hereby irrevocably waive any law applicable to you requiring that these Terms of Use shall be localized to meet your language (as well as any other localization requirements), or requiring a delivery or retention of non-electronic records.
- The failure of us to exercise or enforce any right or provision of these Terms of Use will not operate as a waiver of such right or provision. The waiver of such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company.
- Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise.
- If any provision of these Terms of Use is held invalid and unenforceable (either by an arbitrator appointed pursuant to the terms of Section 15 (Arbitration) above or by court of competent jurisdiction), that provision will be enforceable to the maximum extent permissible, and the other provisions of these Terms of Use will remain in full force and effect. The Section titles in these Terms of Use are for convenience only and have no legal or contractual effect.
- Except as otherwise provided herein, these Terms of Use are intended solely for the benefit of you and the Company and are not intended to confer third-party beneficiary rights upon any other person or entity.
- You may not assign or transfer your rights under these Terms of Use, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer your rights under these Terms of Use, without such consent, will be null and of no effect. We may freely assign or transfer our rights and obligations under these Terms without restriction. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors, and permitted assigns.
- We shall not be liable for any failure or delay in performance due to causes beyond our reasonable control, including but not limited to acts of God, war, terrorism, embargoes, strikes, power or internet outages, or failures of third-party providers.
- These Terms of Use, together with our Privacy Policy and Refund Policy, constitute the entire agreement between you and us regarding the use of the Service and supersede all prior or contemporaneous agreements, communications, and understandings, whether oral or written.

19. HOW TO CONTACT US

If you have any questions or concerns about these Terms of Use, please contact us:

By email: support@e-sign.co

Postal Address:

Municorn Limited

Zinas Kanther 26 Agia Triada,Limassol CY 3035