



TERMS OF USE OF « LETSIGNIT » DATED JULY 9th 2021

IMPORTANT – ADVICE TO USER: PLEASE READ CAREFULLY THESE TERMS

“LETSIGNIT” is a software solution developed by the company LETSIGNIT. The Solution enables the Customer to standardize Employees' email signatures and implement tools to manage them across the organization.

PLEASE READ CAREFULLY THESE TERMS OF USE OF THE SOLUTION (« TERMS ») WHICH SET THE CONDITIONS AND RESTRICTIONS OF USE YOU ACCEPT WHEN ACCESSING AND USING THE SOLUTION “LETSIGNIT”.

YOU ACKNOWLEDGE THAT THESE TERMS ARE BINDING AND IF YOU DON'T AGREE WITH THESE TERMS, YOU SHALL NOT USE THE SOLUTION “LETSIGNIT”.

Should you accept these Terms on behalf of a company, you declare to be authorized to do so.

The Solution may be offered to Customer by LETSIGNIT or by a Reseller, under the conditions set out by such Reseller. Then, Reseller shall be liable for the support services, as provided hereunder.



Article 1 – Definitions

In these Terms, the following words or expressions, used in singular or plural shall have the following meaning:

“Admin User” means the person, employee or staff member of Customer who uses the Solution with “admin” rights and is authorized to manage the database related to Employees and the campaigns.

“Agents” means the software modules required to use the Solution provided by LETSIGNIT to be installed by Employees in order to use the features of the Solution or, as the case may be, the API required to ensure the operation of the Solution with the email web application used by Customer.

“Agreement” means the Terms and any document attached, such as the Order and Privacy Policy, which represents the agreement between LETSIGNIT and Customer for the use of the Solution.

“Application” means the software modules required to use the Solution provided by LETSIGNIT to be installed by Employees in order to use the features of the Solution or, as the case may be, the API required to ensure the operation of the Solution with the email web application used by Customer.

“Customer” means any person or company who make an Order for professional purposes and agrees with the Terms. Acceptance of the Terms when connecting to the Platform shall be deemed to be made in the name and on behalf of Customer.

“Data” means any data, information or documents generated or used by Customer when using the Solution, which remain, at all times, Customer’s property.

“Documentation” means the paper or electronic documentation, including the user manual of the Solution.

“Employee” means any employee or staff member of Customer, whose some Personal Data (such as his/her last name, first name, professional email address and department) may be processed by Customer when using the Solution. Customer warrants compliance of all Employees to these Terms when using the Solution and that Employees consented to the processing of their Personal Data as detailed in the Privacy Policy.



“Hosting” means the service provided by LETSIGNIT when hosting the Solution and Data accessible by Customer when using the Solution on LETSIGNIT Server.

“Login & Password” means the name and password selected by Customer or Admin User that allow him to connect to the Platform and to access and/or use the Solution and Data.

“Order” means any order form relating to the Solution agreed by Customer and LETSIGNIT or Reseller. For subscriptions on the Platform, the Order will be deemed to be effective when creating an account and/or as provided on the Platform.

“LETSIGNIT” means the French company LETSIGNIT, registered under number B 824 622 740 MARSEILLE, whose head office is located 50, rue Breteuil – 13006 MARSEILLE, which operates the Solution.

“LETSIGNIT Server” means the servers and data centers (hardware and software) on which the Platform and Data are installed and hosted under LETSIGNIT’s responsibility.

“Personal Data” means Data relating to an identified or identifiable natural person, as provided in the applicable regulations.

“Platform” means the website operated and hosted by LETSIGNIT made available to Customer in order to use the Solution.

“Privacy Policy” means the document attached as Appendix which details obligations of LETSIGNIT and Customer relating to Personal Data.

“Requirements” means the IT (software and hardware) environment and any other specifications and/or instruction required for Customer to properly install and/or use the Solution. Requirements may be amended from time to time during the term of the Agreement.

“Reseller” means any natural person or company duly authorized by LETSIGNIT to promote and market the Solution to Customer and to whom the Customer orders the Solution.

“Results” means any information, statistics, data, analysis, and reports resulting from the use of the Solution.

“Service Level Agreement” or **“SLA”** means the document attached as Appendix detailing the commitments of LETSIGNIT for Hosting and Support.



“Solution” means the software program (on its executable form), including the Platform and Applications, and the related Documentation, made available to Customer in accordance with the Order, and any update, upgrade, new versions, corrections, and enhancements that may be provided by LETSIGNIT from time to time.

“Support” means support services provided by LETSIGNIT and/or Reseller, as detailed in the Terms and SLA.

“Terms” means these general terms of use governing the use of the Solution.

Article 2 – Purpose

These Terms set out the terms of use of the Solution and rights granted to Customer, and conditions under which LETSIGNIT will perform Hosting and Support (to the exclusion of Support provided by Reseller, as the case may be).

Any information or restrictions contained in installation and use instructions of the Solution or updates shall be applicable to the use of the Solution in addition to these Terms.

The Solution is a simple administration web interface that allows Customer to:

- Create/customize email signature templates
- Insert communication banners into signatures and schedule them by date
- Distribute signatures/banners to employees imported from a .csv file or Azure AD / G Suite sync.

The fees are based on the number of email addresses of Employees provided in the Order. LETSIGNIT may change the features of each offer, or module, or these Terms, at the end of the current period for monthly subscriptions or upon a 2 months’ notice for yearly subscriptions (such notice shall not be applicable for minor updates with no impact on a substantial feature or for changes to improve security measures). If Customer does not agree with such change, Customer may terminate the Agreement.

The provision of the Solution includes Hosting and Support services as detailed in Articles 4 and 5. LETSIGNIT or, as the case may be, Reseller, may subcontract all or part of its obligations to one or more subcontractors, remaining liable to Customer for the performance of such subcontracted obligations (when support is provided by Reseller, it is provided under Reseller’s liability only). Subcontractors of LETSIGNIT who may access or process Personal Data of Customer are listed in the Privacy Policy.



Customer shall install the Applications and use the Solution in accordance with the Requirements. Customer and Users shall comply with instructions and recommendations (and updates) provided by LETSIGNIT and subsequent updates.

Any and all technical means and telecommunications costs to access and use the Solution are under the sole Customer's charge and responsibility.

Unless provided otherwise, this Agreement does not include installation, configuration, adaptation or customization services.

Login and Password: Customer acknowledges that the Login & Password are strictly personal and confidential and shall not disclose or share them to third parties. In case of breach of this obligation, LETSIGNIT will be entitled to terminate this Agreement. The customer is solely responsible for the use of their Login & Password, by themselves or third parties. Customer shall hold LETSIGNIT harmless for any claim based on the use of a Login & Password, either fraudulent or not.

To avoid fraudulent use of the Password, Customer undertakes to choose a password with a high level of security according to the standards and recommendations currently in force. In no case, LETSIGNIT will be liable in case of misuse of Customer or User's Login & Password as LETSIGNIT cannot control the identity of the users using the Solution.

Article 3 – Intellectual property rights and rights of use of the Solution

LETSIGNIT owns all rights and/or has required authorizations relating to the Solution. Customer acknowledges that any copyrights and other rights relating to the Solution, including but not limited to patents, trademarks, trade secrets, know-how, ideas, concepts and inventions, and any title or interest in the Solution, its modifications, translations, adaptations, improvements, updates, corrections and releases, derivative works, are and at all times remain the property of LETSIGNIT.

Customer shall not infringe or jeopardize, in any way, LETSIGNIT's rights. Customer shall comply (and ensure the compliance) of any legal notices relating to LETSIGNIT's property displayed on the Solution and any media relating to the Solution.

By this Agreement, and subject to the acceptance of the Order, LETSIGNIT grants to Customer a personal, non-exclusive, non-transferable right, for the term of this Agreement and only for business internal purposes, to the exclusion of any other purpose, to install the Applications (provided to Admin User on the Platform) and to access and use the Application



online and to get the Results, for the number of Employees or email addresses mentioned in the Order.

The rights granted under these Terms do not have the effect of transferring to Customer or Employees any rights other than those expressly granted hereunder and as detailed in the Order.

No other right is granted or assigned to Customer or Employees and any use not authorized in this Agreement is prohibited. In particular, but without limitation, Customer shall not (nor authorize or enable anyone to): (i) use the Solution for other purposes than those detailed in the Documents, or (ii) copy, reproduce, modify in any way whatsoever, incorporate in another product, all or part of the Solution, disassemble, reverse engineer or try to discover the source code (which is strictly confidential); or (iii) modify in any way whatsoever all or part of the Solution, even to correct errors it may contain, this faculty being exclusively reserved to LETSIGNIT; or (iv) distribute, give, sell, sublicense, or otherwise transfer, even for free, all or part of the rights granted by this Agreement, by any means, to anyone; or (v) remove, conceal or alter any proprietary notices or labels that may be affixed to or in the credits of the Solution.

In accordance with the provisions of Article L.122-6-1 IV of the French Intellectual Property Code, Customer is not authorized to carry out decompilation acts in order to make the Solution interoperable with hardware or other software before having informed LETSIGNIT directly and in advance in writing, and as long as the information necessary for interoperability is available or as long as LETSIGNIT implements reasonable efforts to provide it.

In any event, Customer undertakes not to infringe the intellectual property rights attached to the Solution and to respect the legal and documented conditions of the Solution as well as its destination before seeking or requesting any interoperability.

The customer is not authorized to make a safe copy of the Solution as the Solution is accessible online and hosted by LETSIGNIT with remote access.

Customer shall notify LETSIGNIT or Reseller within 8 working days any infringement or threatened infringement of the Solution Customer may be aware of. LETSIGNIT has the exclusive right to enforce, at its expense, its rights on the Solution and its trademarks. LETSIGNIT shall pay and hold Customer harmless of direct damages (to the exclusion of any indirect damages such as but not limited to, operating loss, commercial harm, or any commercial disruption) resulting from a third party's claim against Customer based on the infringement of its rights due to the use of the Solution in accordance with this Agreement.



Such obligation is subject to the following conditions: (i) Customer notified LETSIGNIT of such claim (or any declaration sent by the third party alleging infringement), within 8 days following the receipt of the documents by Customer (that shall be disclosed to LETSIGNIT); (ii) LETSIGNIT could defend its interests and Customer's interests and Customer had faithfully cooperated with LETSIGNIT for such defense by providing the required information, documents and assistance; and (iii) Customer complied with all of its obligations under this Agreement, especially using the Solution without modification and in accordance with the Documentation and LETSIGNIT's instructions. Should the use of the Solution be definitively prohibited, the Parties will be entitled to terminate this Agreement, without indemnity.

Article 4 – Hosting

LETSIGNIT undertakes to host the Solution and Data in the conditions detailed in these Terms, in the SLA, and in the Privacy Policy.

LETSIGNIT will ensure confidentiality, availability, and integrity of Data as provided in the SLA and, unless otherwise provided, as a best-efforts obligation.

LETSIGNIT shall deem as confidential any information provided by Customer or Admin User for the use of the Solution and shall not disclose or transfer such Data to such parties (excepted to subcontractors for the performance of these Terms). LETSIGNIT warrants that only Customer can access such Data, provided Customer ensures confidentiality of its Login & Passwords.

Customer acknowledges and agrees that it is solely liable for the Data and contents created, hosted or shared through the use of the Solution.

Customer undertakes to use only Data that it owns or is authorized to use, compliant with required formats, and free from any virus. Customer undertakes to comply, when using the Solution, with the third parties' rights (such as but not limited to third parties' trademarks, copyrights, image rights, privacy, Personal Data, consumer rights, etc.) and shall not use or share contents that are prohibited by law.

Obligations of LETSIGNIT and Customer relating to Personal Data are detailed in the Privacy Policy.

LETSIGNIT cannot systematically control the Data. Customer shall hold LETSIGNIT harmless for any direct or indirect damage resulting from a breach of this Section by Customer.



Article 5 – Support

LETSIGNIT or, as the case may be, Reseller, will provide Support services, as detailed in the SLA. Only LETSIGNIT can perform Support services of level 3 (leading to a modification of the Solution).

Support of level 3 covers the corrections of bugs, i.e. a reproducible dysfunction of the Solution with respect to functional and technical specifications provided by LETSIGNIT. Remedies used to correct bugs of the Solution are determined by LETSIGNIT and can consist in, but are not limited to, a workaround or update.

LETSIGNIT will inform Customer of the available updates, new modules and new releases (which may be included or not in the Support services).

Customer (Admin User) shall send Support requests to LETSIGNIT or, as the case may be, to the Reseller mentioned in the Order, as provided by the latter. Any request for information send to Customer unanswered for more than 5 business days will lead to an administrative closure of the incident.

LETSIGNIT shall have no obligation or liability in the following cases:

- Any request out of the scope of the Support detailed in these Terms or the SLA, such as (i) installation or integration of the Solution in the Customer's IT environment (software or hardware) and communication with other systems; (ii) changes to existing software programs; (iii) training of Customer or Employees, unless otherwise provided in writing;
- Any request relating to (i) a non-reproducible incident or (ii) an incident which is not due to the Solution or LETSIGNIT or (iii) misuse of the Solution;
- Maintenance of Customer's equipment or environment;
- Multiple or abusive requests;
- Intervention on Customer's site unless otherwise agreed in writing.

Article 6 – Warranties and liabilities

Warranties and liabilities of LETSIGNIT

The Solution belongs to a particularly complex area of computer technology and based on current knowledge, it cannot be tested for all possible uses. LETSIGNIT does not make any other warranties than those expressly stated in these Terms and in the SLA.



LETSIGNIT warrants the Solution, installed and/or used, without modification, in accordance with the Requirements and MAILINBLACK's instructions and updates, complies with the Documentation for the term of the Agreement.

The solution is provided "as is", without any other warranty of any kind, express or implied, regarding its quality, performances or results. Unless otherwise provided in writing, LETSIGNIT's obligations are best-efforts obligations and LETSIGNIT shall be held liable only in case of a demonstrated breach or negligence.

Unless otherwise provided in writing, interruptions required for maintenance of the LETSIGNIT Server or of the Solution, or due to internet network factors, shall not incur LETSIGNIT's liability nor give rise to any compensation.

Results: Customer acknowledges that the Results are obtained from the Data provided by the users, which shall be accurate and updated; that the users have a major part to play in the use of the Solution and the selection of the Data, the emails signatures and the management of the campaigns; and that the Results are the product of an automated analysis; and that there is no control on the behavior of the recipients of Employees' emails. Consequently, LETSIGNIT cannot warrant the Customer that the Results will be accurate and such Results are provided for information only.

In no case shall LETSIGNIT be held liable to the Customer or third parties, including in case of a claim from a third party, for any consequential damages, including but not limited to, any lost profits, operating losses, loss of data, recordings or content or any interruption resulting from the use of the Solution or the inability to access and/or use the Solution, except for the cases expressly provided for in this Agreement.

LETSIGNIT may be liable only for any proven damages directly attributable to LETSIGNIT, within the limit of the fees actually paid by Customer in respect of the provision of the Solution and/or services directly to the origin of the damage during the twelve (12) month period before the event that generated the damage.

To the extent permitted by applicable law, the limitations and exclusions of liability set out in these Terms and Agreement shall apply whatever the basis of liability.

Warranty of confidentiality of Data and content: LETSIGNIT undertakes to consider all Data as confidential, more precisely under the conditions provided for in the Privacy Policy.



Warranties and liabilities of Customer

Customer and Employees shall have the skills, means, equipment (hardware and software), which shall be compliant to the Requirements, required for the installation of the Application and use of the Solution. LETSIGNIT shall not be liable for any damages caused by the use of the Solution in an IT environment not compliant to the Requirements, or by a technical problem of the IT system of Customer.

Customer warrants that Data is compliant with article 4.2 and to any regulations applicable to Personal Data and the confidentiality of emails when using the Solution.

Customer shall pay and hold harmless LETSIGNIT for any claim or action or compensation LETSIGNIT would have to pay (including to an Employee or third party), including any indemnity, legal fees, and attorney fees, resulting from a breach of Customer to its legal or contractual obligations.

Force majeure

Neither Party hereto shall be liable and deemed to have breached its obligations if such failure is due to a force majeure event.

An event of force majeure shall be any event which is beyond the control of one or both of the Parties, such as but not limited to war, civil or foreign, riot, fire, water damage caused by nature, accidents, social movements with occupancy, governmental, regulatory or legislative decisions or any other restrictions, natural disasters, interruption of telecommunication services, power failure, shortage of raw materials or finished products, or any other cause that would not be under the control of one of the Parties.

The affected Party will inform the other Party in writing within eight (3) calendar days as from the occurrence of the event of force majeure, stating the circumstances that affect it and if possible the expected duration of the suspension of its obligations.

Article 7 – Term and Termination

This Agreement shall be applicable on a monthly or yearly basis, as provided on the Order.

Monthly subscription: This Agreement shall be applicable upon acceptance of the Order until the end of the following month. It will continue automatically for successive periods of one month (from the 1st until the end of the month) and may be terminated by each Party by registered letter with acknowledgment of receipt with a 15 days' notice before the end of the month (termination shall be sent to LETSIGNIT or, if any, to Reseller).



Yearly subscription: This Agreement shall be applicable upon acceptance of the Order during one year. It will continue automatically for successive periods of one year and may be terminated by each Party by registered letter with acknowledgment of receipt with a 3 months' notice before the end of the current period (termination shall be sent to LETSIGNIT or, if any, to Reseller).

In case of material breach of these Terms and Agreement by a Party, the other Party may terminate this Agreement after sending a letter of formal notice by registered letter with acknowledgement of receipt indicating the breach remained without effect after 10 days or immediately if the alleged breach is not remediable, without prejudice of any damages or compensation that this Party could claim to the Party in breach.

Upon termination of this Agreement, for whatever reason, the rights granted herein shall cease. Customer shall uninstall the Applications. Customer shall retrieve its Data and Results under its responsibility, as provided in the SLA. Unless otherwise provided by law, LETSIGNIT will delete Data and Results within 30 days from the date of effect of termination of the Agreement.

Article 8 – General provisions

If any provision of these Terms or Agreement shall be held unenforceable or invalid, such provision shall be deemed deleted from these Terms of Agreement and replaced by a valid and enforceable provision so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions shall continue in full force and effect.

No waiver by either Party of any default of a Party under these Terms of Agreement may be deemed a waiver of such default, or any subsequent or similar default.

Customer grants to LETSIGNIT the right to use and copy its name and logo, exclusively as a reference, on the websites and commercial media of LETSIGNIT.

These Terms and Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of France, without giving effect to any conflicts of laws principles that require the application of the law of a different country. Any dispute, controversy or claim arising under, out of or relating to Terms and Agreement between LETSIGNIT and Customer, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to the competent Courts of Marseille.



PRIVACY POLICY – PERSONAL DATA

Definitions of words or expressions used with a capital letter in this Privacy Policy are detailed in the Terms.

The solution includes (i) the Platform which is accessible by Customer on a dedicated website and (ii) the Application downloadable by Customer to be installed by Employees on their computer to enable the operation of the Solution. For web email applications, Application is an API enabling the operation of the Solution with such third-party application. Use of the Solution involves the collection and processing of Personal Data, as follows:

- Collection and processing of Customer's and Employee's Personal Data by LETSIGNIT as data controller;
- Collection and processing of Employee's Personal Data by Customer, where Customer is a data controller and LETSIGNIT is a data processor;

1 – Personal Data relating to Customer and Admin Users processed by LETSIGNIT as data controller:

Personal Data collection: Order of the Solution requires the provision of some Personal Data by Customer (last name, first name, post address, email address, phone number of the point of contact and Admin Users, email login and password when using the SMTP functionality) for the performance of the Agreement (Order processing, provision of the Solution, Support, etc.).

Failure to provide such information will prevent Customer to order or use the Solution.

Purposes: The provision of such Personal Data is required for LETSIGNIT to fulfill its contractual obligations and on LETSIGNIT legitimate interests for direct marketing purposes. Then, Customer Personal Data will be part of LETSIGNIT's customer file and may be used for LETSIGNIT to send newsletters relating to the Solution or LETSIGNIT activities to Customer.

Recipients: For these purposes, Customer Personal Data may be communicated to LETSIGNIT staff and providers, including providers based out of the EU. LETSIGNIT takes all measures to require from such suppliers to comply with the applicable regulations and, when applicable, that transfers are based on an adequate level of protection or sufficient safeguards. LETSIGNIT providers are allowed to process Customer Personal Data only on instructions from LETSIGNIT.



Personal Data is processed and stored by LETSIGNIT for these sole purposes. LETSIGNIT shall not use Personal Data otherwise, nor transfer Personal Data to third parties, except to LETSIGNIT providers, when allowed by law or with Customer's consent. Personal Data processing by LETSIGNIT has been registered to the CNIL under number 2141113.

Period of storage: Personal Data relating to Customer may be processed during three years from the date of termination of the Agreement (or from the date of the last contact from the Client) for direct marketing purposes.

Personal Data is stored for a period up to five years from the date of termination of the Agreement, for purposes of the establishment, exercise or defense of legal claims. Such Data is stored under secured conditions according to the state of the art.

Data subjects' rights: Data Subjects whose Personal Data has been collected have the right to request from LETSIGNIT access to and rectification or erasure of their Personal Data or restriction of processing as well as the right to data portability and the right to give directions about their Personal Data after their death, and the right to lodge a complaint with a supervisory authority under the conditions provided by the applicable regulations. Data subjects may also object to receive LETSIGNIT's newsletters relating to the Solution or LETSIGNIT activities.

To exercise their rights, data subjects can send a postal mail to LETSIGNIT's head office or by email to rgpd@letsignit.com / dpo@letsignit.com.

LETSIGNIT does not make on its own behalf any other collection or processing of Personal Data relating to Customer through the Solution.

When the Solution is ordered by Customer to a Reseller, the Reseller processes Personal Data relating to Customer under its own liability and privacy policy, and LETSIGNIT's liability is excluded. Personal Data relating to Customer may be provided by Reseller to LETSIGNIT, especially for LETSIGNIT to fulfill its obligations under these Terms. Then, the commitments provided herein shall be applicable to the processing of such Personal Data by LETSIGNIT.

2 – Personal Data of Employees processed by LETSIGNIT on behalf of Customer when using the Solution:

This section defines the conditions under which LETSIGNIT undertakes to carry out on behalf of Customer processing of Personal Data when using the Solution.

In the context of their contractual relationships, both Parties undertake to comply with regulations applicable to the processing of personal data, including the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free



movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) from 25 May 2018 (hereinafter “GDPR”), and the French Data Protection Act No. 78-17 of 6 January 1978 (as amended by Act No. 2018-493 of 20 June 2018). LETSIGNIT makes its best efforts to implement data-protection principles by design and by default when developing the Solution.

Processing operations

In accordance with article 28.3 of GDPR, processing of personal data when Customer uses the Solution is set below.

Use of the Solution implies collection and processing by Customer of Personal Data relating the Employees for the implementation of the features of the Solution, and for statistical purposes:

- **Via Application / API:** a collection of the name, first name and email address of the Employee. Such Personal Data are transferred to the Customer, on the Platform, on a secure way (Https). No other processing of Personal Data is carried out through the Platform.

When installing the Application, Employee accepts the collection and transfer of such Personal Data to Customer on the Platform.

- **On the Platform:** to use the Platform, Customer shall import Personal Data relating to Employees (at least, email address, and, if wished, name, first name and department of the Employee). Customer imports such as Personal Data on the Platform under its control and liability.
- **Via the SMTP:** a collection of the name, first name, e-mail address, and service of Employees. When using this functionality, e-mails technically transit through LETSIGNIT servers without any processing being carried out. Emails can be stored on LETSIGNIT servers for a limited time (the maximum delivery time is set at 24 hours) and only in case of failure to deliver the email.

Use of the Solution implies a collection of metadata of the emails sent by the Employees (sender, time).

Processing of Data by the Platform enables to Employees and Customer to use the features of the Solution (adding the signature in the emails of Employees, routing of the emails, management of the database of Employees on the Platform), to obtain aggregated and anonymous Results, as well as alerts (set by the Customer), which do not include Personal Data.



Processing duration is the term of the Agreement.

Customer's obligations

Customer undertakes to comply with applicable regulations (including, but not limited to, the protection of personal data, the confidentiality of emails...) towards Employees and third parties.

Customer undertakes not to use the Solution for other purposes than those mentioned above or in the Documentation.

LETSIGNIT's obligations

LETSIGNIT shall be considered to be a processor in the meaning of GDPR. Then, in accordance with article 28.3 a) of GDPR, LETSIGNIT processes the Personal Data only on documented instructions from Customer and for the purposes set in this Privacy Policy. This Agreement and Customer's actions when using the Solution shall be deemed as Customer's instructions.

Should LETSIGNIT be required to transfer Personal Data to a third country or an international organization by a law to which the LETSIGNIT is subject, then LETSIGNIT shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

In accordance with article 28.3 b) of GDPR, LETSIGNIT ensures that persons authorized to process the Personal Data have committed themselves to confidentiality and are aware of Personal Data protection.

In accordance with article 28.3 c) of GDPR, LETSIGNIT makes its best efforts to take appropriate technical and organizational measures to ensure a level of security appropriate to the processing of Personal Data, including the measures set in the SLA.

In accordance with article 28.3 e) of GDPR, LETSIGNIT undertakes to assist, insofar as this is possible, Customer for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights relating to Personal Data processed by Customer using the Solution for requests that have been made in accordance with applicable regulations. Customer may directly process with rectification or erasure of Personal Data of Employees on the Platform. LETSIGNIT will provide Customer with any request of a data subject which LETSIGNIT may directly receive.

In accordance with articles 28.3 f) and h) of GDPR, Customer may ask to LETSIGNIT reasonable and available information or inspection reports to assist Customer in ensuring compliance with its obligations. LETSIGNIT will make its best efforts to inform Customer, insofar possible if LETSIGNIT is aware that an instruction infringes the applicable regulations



in LETSIGNIT's opinion. Should LETSIGNIT be aware of a Customer Personal Data breach, LETSIGNIT will make its best efforts to notify Customer without undue delay after becoming aware of such Customer Personal Data Breach.

In accordance with article 28.3 g), LETSIGNIT may return and will delete Customer Personal Data stored through the Solution as provided in the SLA upon termination of the Agreement. In accordance with articles 28.2, 28.3 d) and 28.4 of GDPR, Customer authorizes LETSIGNIT to engage other processors to host the Solution and Data and infrastructure supervision. LETSIGNIT undertake to ask from sub-processors to comply with applicable obligations relating to Personal Data. LETSIGNIT shall remain fully liable to Customer for the performance of this Agreement.

Sub-processor is Microsoft, as Data is stored on Microsoft Azure infrastructure in the EU. Microsoft is likely to transfer data out of EU, and undertakes to comply with applicable laws and that transfers of Personal Data out of EU are subject to appropriate safeguards as detailed in article 46 of GDPR. The customer can access to Microsoft Azure's privacy and security policies on Microsoft Azure's website.

The customer is informed that by using Microsoft as a sub-processor, Employees' Personal Data may be transferred outside the EU. Microsoft undertakes to transfer data only to countries with an adequate level of protection, or with sufficient guarantees using legal mechanisms, including contracts.

LETSIGNIT shall inform Customer of any intended changes concerning the addition or replacement of sub-processors, thereby giving Customer the opportunity to object to such changes within 15 days with the reasons for such objections.