

eSign End User License Agreement (EULA)

Any capitalised term not defined in this eSign EULA shall have the meaning given to it in the Gatekeeper Master Subscription Agreement ("Agreement").

This eSign EULA applies to You and all Users of the eSign services ("eSign") in addition to the terms of the Agreement, in relation to eSign only.

By using eSign, You and Users, agree to be legally bound by this eSign EULA as it may be modified and posted on the Gatekeeper website from time to time.

In the event of any inconsistency between the content of the eSign EULA and the terms of the Agreement, the provisions of the eSign EULA will prevail in relation to eSign only, followed by the Order Form, the terms of the Online Gatekeeper Master Services Agreement, the Data Processing Agreement and then the Privacy Policy.

1. Supply of eSign

- i. eSign facilitates the execution of contracts between the parties to contracts using [electronic signatures](#).
- ii. Gatekeeper is not a party to any contract processed via eSign ("eSigned Contract").
- iii. Gatekeeper shall have no liability whatsoever or be responsible for the enforceability, failures or breaches of an eSigned contract by any of the signing parties.
- iv. Gatekeeper makes no representation or warranty for the validity of electronic signatures for Your organisation or your specific jurisdiction.
- v. Gatekeeper has no liability whatsoever for ensuring that eSigned Contracts are valid or enforceable under the laws of any jurisdiction. If you wish to confirm the validity and legality of electronic signatures in any other country, You should seek local legal advice in each such jurisdiction.
- vi. Certain types of contracts may be excepted from electronic signature laws or subject to additional requirements. Gatekeeper is not responsible for determining whether an exception from any electronic signature laws applies to any eSigned Contract or whether a contract can be legally executed by an electronic signature or is subject to additional laws or regulations.
- vii. Gatekeeper excludes all responsibility and liability for any disputes that arise from any eSigned Contract and Gatekeeper has no obligation to assist in resolving any dispute over signature or a contract.

- viii. Gatekeeper, its Affiliates, partners suppliers, agents, directors and employees shall not be liable for any Consequential Loss arising out of this eSign EULA, the use of or inability to use eSign, any contract content ("Content"), delay in the use of eSign or the provision or failure to provide any products or services within eSign.
- ix. Gatekeeper shall have no liability whatsoever for, or be responsible for the enforceability of the transaction intended to be effected by, an eSigned Contract or for breaches of an eSigned Contract by any of the signatories.

2. Your Responsibilities

You acknowledge and agree that:

- i. Upon signing a contract using eSign only You and other signatories to the contract are legally required to comply with the terms of the contract being signed.
- ii. You are solely responsible for the content, quality, format, and enforceability of any contract you submit using eSign and Gatekeeper excludes all liability for any Content.
- iii. No statements made within eSign are intended nor should they be construed as legal advice.
- iv. It is up to you to determine and comply with any legal requirements applicable to retention of records relating to how long contracts must be stored and Gatekeeper shall not be responsible for compliance with any such laws in any jurisdiction.
- v. It is Your responsibility to determine whether any "consumer" is involved in any contract to be signed using eSign, and, it is Your sole responsibility to comply with all requirements imposed by applicable law on such contracts or their formation.
- vi. When using eSign you consent to Gatekeeper disclosing the name, location, email address and IP addresses of the other signatory parties to Your contracts for authentication and validity purposes. Gatekeeper shall have no liability whatsoever for the disclosure of such information.

3. Intellectual Property Rights

- i. You retain sole ownership of all rights, title and interest in and to all Content. You have the sole responsibility for the legality, reliability, integrity, accuracy and quality of Content.
- ii. You grant Gatekeeper a non-exclusive, licence to use Content to the extent required for the provision of eSign. Such license permits Gatekeeper to distribute Content to end users whose email addresses you supply to Gatekeeper when You use eSign.
- iii. You acknowledge that Gatekeeper does not screen Content prior to delivery to end users. However, Gatekeeper reserves the right to screen and monitor Content before it is made available via eSign. Gatekeeper may take and maintain technical precautions to protect eSign from improper or unauthorised use, distribution or copying which

specifically includes the right to remove any Content that breaches the terms of the Agreement or this eSign EULA.

4. Support Services

- i. During the Term, Gatekeeper shall provide support in relation to any queries You have about eSign which specifically excludes any queries about the contracts made between you and other signatories.

5. Deletion

- i. Gatekeeper shall delete all Content as set out in its DPA on termination of the Services.