

Service Use Guidelines and Conditions

1. Service Use Guidelines. Customer will not and will not permit any of its Users or Participants, or deliberately enable any other third party, to:

- (a) use the Service in connection with any illegal, defamatory, harassing, libelous, threatening, or obscene material or purpose or to send any message or material that in any way violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability;
- (b) send or allow any Malicious Code through the Service and/or System;
- (c) copy, publish or reproduce the Service and/or System for others to copy or use any component thereof except as expressly permitted herein;
- (d) distribute, re-distribute, sublicense, assign, share, sell, resell, time-share, rent, lease or otherwise make the Service available to any third party (except as expressly contemplated in this Agreement), or grant a security interest in the Service
- (d) interfere or attempt to interfere in any manner with the functionality or proper working of the Service and/or System, or disrupt the integrity or performance of the Service and/or System or any data contained therein;
- (e) circumvent any contractual, technical or logical use, Customer or User restrictions agreed upon or existing in the Service and/or System or attempt to gain unauthorized access to, or use of, any part of the Service and/or System;
- (f) perform any form of stress, load, performance, security or other vulnerability or penetration tests on the Service and/or System.

2. Service Conditions. Use of the Service by Customer, its Users and Participants is subject to the following conditions:

- (a) Customer maintains control of or access to Documents and sole control over the content, quality, and format of any Document, and other than OneSpan's obligation to provide the Services as set forth herein, OneSpan assumes no liability or responsibility for a User's failure or inability to electronically sign any Document or within any particular period of time;
- (b) OneSpan shall not be considered a party to any Document, and OneSpan makes no representation or warranty regarding any Document, transaction, agreement or contract sought to be effected or executed using the Service;
- (c) Customer is solely responsible for ensuring that Customer's use of the Service complies with all applicable laws, including any electronic signature, consumer, data protection, data privacy and trade control laws and that any particular Document can be legally executed or formed by electronic signature procedures available through the Service;
- (d) Customer may elect to deploy features within OneSpan Sign designed to verify the identity of the Participants ("Authentication Measures"). OneSpan: (i) will apply only those Authentication Measures (if any) selected by Customer, (ii) makes no representations or warranties regarding the appropriateness of such Authentication Measures and whether Participants have the necessary knowledge or ability to successfully meet such Authentications Measures, and (iii) assumes no liability or responsibility for the circumvention by any Participant or other person (other than OneSpan) of any Authentication Measure;
- (e) For Customer initiated email communications through the Service, Customer shall comply with, as applicable, the United States CAN-SPAM Act, Canada's Anti-Spam Law, the E.U. Directive on Privacy and Electronic Communications, or any other similar regulations and other applicable laws. Customer is solely responsible to provide its Participants with the ability to opt-out of e-mail communications generated through the Service and Customer shall comply with its Participants communication preferences;

(f) Customer shall refer to the Service by its URL, as required, and not reply upon OneSpan's IP address. OneSpan expressly reserves the right to alter its IP addressing at any time with no prior notification to Customer or any other party, including but not limited for purposes of disaster recovery data or center relocation;

(g) OneSpan does not monitor the Documents or content processed through the Service, but it may suspend any use of the Service, if OneSpan reasonably and in good faith believes Customer use violates the terms of this Agreement or applicable laws or regulations. OneSpan will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless OneSpan: (i) is prohibited from doing so under applicable law, court order or under legal process; or (ii) deems it necessary to delay notice in order to prevent imminent harm to the Service, or a third party;

(h) OneSpan may modify the Service from time to time, in its discretion, without notice to the Customer, for the purpose of improving Service features, functions or performance, provided that no such modification shall materially reduce the level or quality of the Service, as offered as of the Effective Date. Notwithstanding the foregoing, OneSpan may apply any improvements and modifications to the Service and/or System required to maintain OneSpan's legal and regulatory requirements, as well as security standards including, but not limited to, any security standards listed in the Privacy and Security terms. It is Customer's sole responsibility to maintain the security of Customer's computer systems and comply with any industry standard minimum security requirements to gain access to the Service;

(i) except for Data and the limited Personal Information that may be provided by Customer to OneSpan to the extent necessary to administer the business relationship between the parties (such as for invoicing and billing purposes), Customer warrants that it shall at no time transfer or provide or otherwise make accessible any Personal Information (as defined in the Privacy and Security terms) to OneSpan, including, without limitation, for the purpose of receiving any support and maintenance services;

(j) OneSpan shall not be obligated to provide any Data to any Participants or third parties. Customer acknowledges that it is solely responsible for the management of its own record and data retention record policy, including for determining how long any Data and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes.

(k) Customer is solely responsible for obtaining and maintaining any hardware and software, for contracting with an Internet service provider, a telecommunications carrier or other service provider for services necessary to establish Customer's connection or access to the Internet and the Service. to maintain reliability and stability of the Service, OneSpan continually monitors the load being imposed on the Service by Customers using integrated applications. OneSpan may request that a Customer placing an unnecessary burden on the Service take measures to reduce their load on the Service. In addition, the Service and/or System may also automatically reduce the load being accepted by the Service through internal system controls.

(l) For OneSpan Sign only, during the term of this Agreement, Documents and or Transactions shall be automatically archived ninety (90) days from completion. Once archived, Documents and/or Transactions may be accessed by Customer by contacting OneSpan's customer support department.

(m) For OneSpan Sign Professional Licenses (as indicated on the applicable Order Document), pricing is based on: (i) the number of individual Named Users and includes an unspecified number of Participants; and (ii) on a reasonable fair use policy of up to 1,000 Transactions annually. For use in excess of the 1,000 Transactions annually, Customer agrees to pay an excess per Transaction fee at OneSpan's then current pricing