

isabel
group

SignHere

Terms of Use

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Please read these terms of use carefully before using SignHere.

By using SignHere, you acknowledge that you have read these terms of use and fully agree herewith.

1. Introduction

These terms of use (“the Agreement”) describe the terms and conditions under which Users (as defined below) can use SignHere.

SignHere will be hereinafter designated by “the eSignatures Service”, which consists of (i) the eSignatures Solution and the (ii) eSignatures Platform (as defined below).

The eSignatures Service is a product provided and operated by or on behalf of Isabel Group NV, Keizerinlaan 13-15, 1000 Brussels, Belgium, enterprise number: 0455.530.509 (hereinafter “Isabel”).

2. Definitions

“Account” means the account of the Initiator and/or the Approver on the eSignatures Platform which allows the Initiator to use the eSignatures Service;

“Approver” means the User who (i) has created an Account; (ii) and approves the Documents assigned to him by the Initiator;

“Authentication” means the data in electronic form which are attached to or logically associated with other electronic data and which serve as a method of authentication to be authorized to visualize or to be authorized to sign documents;

“Document” means the digital document uploaded by the Initiator on the eSignatures Platform through its Account which needs to be approved by the Approver and/or needs to be signed by the Signer;

“eSignatures Platform” means the platform on which the Initiator uploads the Documents;

“eSignatures Solution” means the web based technology named “eSignatures” which Users can use to sign, distribute and receive signed digital Documents based on relevant business data;

“Initiator” means the User who (i) has created an Account; (ii) invites the Signer(s) to sign the Documents, (iii) invites the Approver(s) to approve the Documents and (iv) indicates the Receiver(s);

“Intellectual Property Rights” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights, know-how; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, (f) trade and business names, domain names, database rights, rental rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); (g) all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world;

“Receiver” means the User who (i) is not a Signer, (ii) is not an Approver and (iii) receives a download link by e-mail to the Signed Documents;

“Signer” means the User who is invited by the Initiator to provide its Signature to digitally sign the Documents;

“Signature” means the data in electronic form which are attached to or logically associated with other electronic data and which serve as a method to sign the Documents. The eSignature Platform provides multiple signing methods;

“Signed Documents” means the Documents who have been digitally signed by all Signers by use of their Signature;

“User (or “you”)” means the (i) Initiator; (ii) Receiver, (iii) Approver and/or (iv) Signer;

“User Content” means any content submitted by a User via the eSignatures Service, for example the Documents, the contact details of Users, or the Signed Documents;

“Website” means the website available to offer the eSignatures Service.

3. Description of the eSignatures Service

The eSignatures Service is a web based technology platform which can be used to sign and distribute digital Documents based on relevant business data.

Access to and use of some specific advanced features of the eSignatures Platform may require you to create an Account and provide certain information as prompted by the eSignatures Platform. Isabel reserves the right to disallow, cancel, remove or reassign certain usernames if Isabel determines in its sole discretion that they are inappropriate, deceptive, defamatory, obscene or unlawful.

After creating an Account, the Initiator (i) may upload the Documents on the eSignatures Platform and (ii) invite the Signer to digitally sign the Documents with its Signature, (iii) invite the Approver to approve the Documents and (iv) indicate the Receiver(s). Isabel shall notify the Signer with an e-mail containing a direct link to the Document, and shall invite the Signer to provide its Signature and digitally sign the Documents. A download link to the Signed Documents shall be provided by e-mail to (i) the Signers and (ii) the Receivers. Please note that the Initiator chooses the Receiver, and Isabel cannot assume any liability for the identity of the Receiver.

The identity and the contact information of the Initiator will be disclosed to the Signers, Approvers and Receiver, if any, who were invited by the Initiator to use the eSignatures Solution. For this purpose, the Initiator acknowledges and agrees that Isabel is allowed to disclose its name and contact information as provided in its Account to Isabel to the aforementioned Users.

The eSignatures Service also provides the “face-to-face” feature, allowing (i) the Initiator to upload and open the Documents on the eSignatures Platform, (ii) the Approver to provide its approval in the same session and (iii) the Signer to provide its Signature in the same session.

The eSignatures Service is available to Users in the European Economic Area (EEA). If you access the eSignatures Service outside the EEA, you agree and acknowledge that you do so on your own initiative and at your own risk, and that you are solely responsible for compliance with all applicable laws. Furthermore, Isabel makes no representation that the eSignatures Service is appropriate or may be used in other locations outside the EEA.

Isabel is concerned with the protection of your privacy and engages itself to comply with the applicable laws on privacy and data protection in relation to the processing of (personal) data.

4. Applicability

By clicking the “I agree” button or using (i) the eSignatures Service or (ii) accessing any Signed Documents, you acknowledge and agree that your use of the eSignatures Service and/or the Signed Documents is exclusively governed by this Agreement. If you do not agree to any provision of this Agreement, you may not use in any manner the eSignatures Service and/or any Signed Documents.

You acknowledge and agree that Isabel cannot be held liable in the event a User refuses to accept this Agreement.

In the event the eSignatures Service uses services of third parties, the terms of service and/or Privacy notices of those third parties may apply. By accessing such third party service, you agree to comply with the applicable terms and you acknowledge that you are the sole party to such terms. Isabel cannot be held liable in any way with regard to the content of such third parties’ terms or Privacy notice.

We reserve the right at any time, and from time to time, with or without cause to:

- amend this Agreement;
- change the eSignatures Service or any part thereof, including eliminating or discontinuing, temporarily or permanently any service or other feature of the eSignatures Service or any part thereof without any liability against the User or any third parties; or
- deny or terminate, in part, temporarily or permanently, your use of and/or access to the eSignatures Service or any part thereof.

Any such amendments or changes made will be effective immediately upon Isabel making such changes available in the eSignatures Service and after the acceptance by the User. You agree that your continued use of the eSignatures Service after such changes constitutes your acceptance of such changes. In case you do not accept any such amendments or changes, you have the possibility to cease the use of the eSignatures Service without any additional costs.

We advise you to return to this page periodically to ensure familiarity with the most current version of this Agreement.

5. Use of the eSignatures Service

The eSignatures Service enables you to send and receive valid e-signatures in Europe under the E.U. eIDAS Regulation 910/2014 of 23 July 2014. Please note that Isabel does not always verify the identities of the Signers depending on the chosen Signature method and configuration.

To use all features of our eSignatures Service, your (mobile) device requires a WIFI or (mobile) internet connection. The access to such WIFI or (mobile) internet connection is your sole responsibility. Please make sure that the browser of your (mobile) device meets the minimum system requirements. If your browser does not meet these minimum system requirements, we cannot ensure that the eSignatures Service or all parts thereof will function properly.

You are solely responsible for maintaining the confidentiality and security of your Account login information such as your password, as well as any information provided by you for your use of the eSignatures Service, including the Documents, and are fully responsible for all activities that occur under your Account, whether or not such activity was authorized by you. You shall immediately notify Isabel of any (suspected) unauthorized use of your Account or any other breach of security. Isabel will not be liable for any loss or damage arising from your failure to comply with the above requirements or any unauthorized use by a third party of your Account.

You hereby acknowledge and agree that (i) Isabel (a) acts as a mere conduit and/or host for your online distribution and use of the User Content via the eSignatures Service, (b) plays no active role or takes any initiative and does not give any further assistance in the presentation or use of the User Content via the eSignatures Service; (ii) Isabel does not undertake or assume any liability or duty to monitor the eSignatures Service for User Content that (a) is inappropriate, (b) infringes or might infringe any third party rights, or has otherwise been uploaded in breach of this Agreement or any applicable law.

Although Isabel has no legal obligation to monitor any User Content made available on the eSignatures Platform or by using the eSignatures Solution, Isabel reserves the right to remove, edit and/or block any User Content at any time, and to immediately limit or restrict access to any User Content, for any reason and without liability, if Isabel has reason to believe in its sole discretion that such Content does or might infringe the rights of any third party, has been provided in breach of this Agreement, or any applicable law, or is otherwise unacceptable to Isabel.

You are solely responsible for any User Content that you provide through the eSignatures Service, and to the extent permissible by law, Isabel excludes all liability with respect to all User Content and the activities of its Users with respect thereto. Isabel shall not be considered as a party to the Documents and/or Signed Documents and has no obligation, unless required so by law, to retain a copy or make any back-up files of (i) the Documents or (ii) the Signed Documents. The Users have the sole responsibility to retain a copy of or make a back-up file of any User Content.

Isabel may provide you with updated versions of the eSignatures Service. For the avoidance of doubt, Isabel is not obligated to provide any updates to the eSignatures Service or Website or any part thereof.

6. License – restrictions

6.1 License by Isabel.

Isabel grants you a personal, non-transferable, limited, revocable, non-assignable, non-sublicensable, non-exclusive and restricted license to use the eSignatures Service strictly as permitted in accordance with this Agreement. You are not allowed to use the eSignatures Service or a component of the foregoing in a manner not authorised by Isabel. You shall use the eSignatures Service solely in full compliance with (i) this Agreement, (ii) any additional instructions or policies issued by Isabel, including, but not limited to, those posted within the eSignatures Platform and/or Website and (iii) any applicable legislation, rules or regulations.

6.2 License by the User.

By uploading, providing or otherwise using User Content on or through the eSignatures Service, you grant Isabel a non-exclusive, royalty-free, perpetual, worldwide, sublicensable, transferable, fully paid up license to use, copy, store, modify, transmit and display the User Content to the extent necessary to provide and maintain the eSignatures Service. Isabel reserves the right, but is not obliged, to review and remove any User Content which are

deemed to be in violation with the provisions of the Agreement or otherwise inappropriate, any rights of third parties or any applicable legislation or regulation.

6.3 Restrictions.

You agree to use the eSignatures Service only for their intended purpose as set forth in this Agreement. You agree to comply with all laws, rules and regulations applicable to your use of the eSignatures Service.

Within the limits of the applicable law, you are not permitted to (i) adapt, alter, translate, copy, reproduce, modify, sell, distribute, transmit, broadcast, publicly perform or otherwise make the eSignatures Service available or create derivative works based on the eSignatures Service; (ii) sublicense, lease, rent, loan, distribute or otherwise transfer the eSignatures Service; (iii) decompile, disassemble, reverse engineer or attempt to reconstruct, identify, discover any source code, underlying ideas, underlying user interface techniques or algorithms of the eSignatures Service by any means whatsoever, or disclose any of the foregoing except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (iv) use the eSignatures Service in any way or on any device that is unlawful, illegal, fraudulent or harmful; (v) gain unauthorized access to accounts of other users or the IT equipment or structure of Isabel to provide the eSignatures Service including but not limited to by transmitting any worms, viruses, spyware, malware or any other code of a destructive, harmful or disruptive nature or use the eSignatures Service to conduct or promote any illegal activities; (vi) access the eSignatures Service by any means other than through the interface that is provided by Isabel; (vii) use the eSignatures Service to generate unsolicited email advertisements or spam; (viii) use the eSignatures Service to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; (ix) use any high volume automatic, electronic or manual process to access, search or harvest information from the eSignatures Service (including without limitation robots, spiders or scripts); (x) alter, remove, or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in the eSignatures Service or (xi) remove or in any manner circumvent any technical or other protective measures in the eSignatures Service.

Except as expressly set forth herein, no express or implied license or right of any kind is granted to you regarding the eSignatures Service or any part thereof, including but not limited to any right to obtain possession of any source code, data or other technical material relating to the eSignatures Service.

7. Ownership

7.1 Intellectual property rights pertaining to the eSignatures Service.

As between the User and Isabel, the eSignatures Service and all worldwide Intellectual Property Rights pertaining thereto, are the exclusive property of Isabel and/or its licensors. All rights in and to the eSignatures Service not expressly granted to the User in this Agreement are reserved by Isabel and its licensors.

7.2 Intellectual Property Rights pertaining to the Documents. All User Content and all worldwide Intellectual Property Rights pertaining thereto, is the exclusive property of the User. All rights in and to the User Content not expressly granted to Isabel in this Agreement are reserved by the User.

8. Confidential Information

Each party to this Agreement agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the party who discloses such

information (“Disclosing Party”) constitute the confidential property of the Disclosing Party (“Confidential Information”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by Isabel (or its agents), performance information relating to the eSignatures Service, and the terms of this Agreement shall be deemed Confidential Information of Isabel without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party’s nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to equitable relief, including injunction, in addition to whatever other remedies it might have at law.

9. Privacy notice

Our User’s trust in our eSignatures Service is to the utmost importance for Isabel. This is why Isabel would like to inform you about which data it processes, why it is being processed, how and for which purposes.

10. Feedback

We may provide you with mechanisms to provide feedback and suggestions on the eSignatures Service. You acknowledge and agree that Isabel is entitled to use such feedback and suggestions and may incorporate your suggestions and/or feedback into our eSignatures Service or other products and/or services without any obligation to provide attribution, acknowledgement or compensation to you or any third party.

11. Warranties and disclaimers

11.1 By Isabel.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 11 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ESIGNATURES SERVICE AND ANY SIGNED DOCUMENTS ARE PROVIDED “AS IS”. ISABEL MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, COVENANTS OR REPRESENTATIONS, OR CONDITIONS, EITHER WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SUITABILITY, AVAILABILITY, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE WITH RESPECT TO THE USE, MISUSE OR INABILITY TO USE THE ESIGNATURES SERVICE AND/OR THE SIGNED DOCUMENTS (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO THE USERS BY ISABEL. THERE IS NO WARRANTY, REPRESENTATION OR GUARANTEE THAT THE ESIGNATURES SERVICE AND/OR THE SIGNED DOCUMENTS, OR THAT ACCESS TO OR OPERATION OF THE ESIGNATURES SERVICE WILL BE UNINTERRUPTED,

COMPLETE, ACCURATE, CURRENT, RELIABLE, ERROR-FREE, SECURE, OR THAT ALL ERRORS CAN BE CORRECTED, OR THAT THE ESIGNATURES SERVICE AND/OR THE SIGNED DOCUMENTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ISABEL DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION REGARDING THE USE OF AND/OR THE SIGNED DOCUMENTS EITHER IN TERMS OF ITS COMPATIBILITY WITH HARDWARE OR OTHER SOFTWARE OR EQUIPMENT, AND YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE ESIGNATURES SERVICE AND/OR THE SIGNED DOCUMENTS AND YOUR RELIANCE THEREON. YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS INHERENT TO TRANSMITTING INFORMATION OVER AND STORING INFORMATION ON THE INTERNET AND THAT ISABEL IS NOT RESPONSIBLE FOR ANY LOSSES OF YOUR DATA, INCLUDING BUT NOT LIMITED TO ANY USER CONTENT, IN CONNECTION THEREWITH.

11.2 By User.

You represent and warrant that (a) you have the authority to enter into this binding Agreement personally; (b) any registration information you submit when registering your Account is truthful and accurate and (c) that any User Content provided by you for the use of the eSignatures Service is accurate and truthful and shall not (i) infringe any Intellectual Property Rights of third parties; (ii) misappropriate any trade secret; (iii) be deceptive, defamatory, obscene, pornographic or otherwise unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Isabel's system or data; (v) infringe any applicable legislation, including but not limited to any data protection legislation; or (vi) otherwise violate the rights of a third party.

12. Limitation of Liability

12.1 To the maximum extent permitted under applicable law, Isabel will not be liable to the User or any third party, for any indirect, special, exemplary, punitive, incidental or consequential damages of any nature including without limitation to damages or costs due to loss of profits, data, revenue, goodwill, production of use, procurement of substitute services, or property damage arising out of or in connection with the eSignatures Service and/or any Signed Documents under this Agreement, including but not limited to any miscalculations, or the use, misuse, or inability to use the eSignatures Service and/or any Signed Documents, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, even if Isabel has been notified of the likelihood of such damages.

12.2 You agree that Isabel can only be held liable as per the terms of this article 12 to the extent damages suffered by you are directly attributable to Isabel. For the avoidance of doubt, Isabel shall not be liable for any claims resulting from (i) your unauthorized use of the eSignatures Service and/or Signed Documents, (ii) your or any third party's modification of (any parts) of the eSignatures Service and/or Signed Documents, (iii) your failure to use the most recent version of the eSignatures Service made available to you or your failure to integrate or install any corrections to the eSignatures Service issued by Isabel, or (iv) your use of the eSignatures Service and/or Signed Documents in combination with any non-Isabel products or services. The exclusions and limitations of liability under this article shall operate to the benefit of Isabel affiliates and subcontractors under this Agreement to the same extent such provisions operate to the benefit of Isabel.

12.3 To the maximum extent permitted under applicable law, Isabel's total aggregate liability arising out of or in connection with the eSignatures Service and/or any Signed Documents under this Agreement whether in contract, warranty, tort or otherwise, shall not exceed (i) the amount paid by the Initiator during the six (6) months immediately preceding the date on which the claim or the series of related claims first arose, or (ii) in the event the eSignatures Service is made available free of charge, the amount of 1,500 EUR.

13. Indemnification

13.1 By Isabel.

Isabel shall defend and indemnify you as specified herein against any founded and well-substantiated claims brought by third parties to the extent such claim is based on an infringement of the Intellectual Property Rights of such third party by the eSignatures Service or any part thereof and excluding any claims resulting from (i) your unauthorized use of the eSignatures Service, (ii) your or any third party's modification of any of the eSignatures Service, (iii) your failure to use the most recent version of the eSignatures Service made available to you or (iv) your use of the eSignatures Service in combination with any non-Isabel products or services.

Such indemnity obligation shall be conditional upon the following: (i) Isabel is given prompt written notice of any such claim; (ii) Isabel is granted sole control of the defense and settlement of such a claim; (iii) upon Isabel's request, the User fully cooperates with Isabel in the defense and settlement of such a claim, at Isabel's expense; and (iv) the User makes no admission as to Isabel's liability in respect of such a claim, nor does the User agree to any settlement in respect of such a claim without Isabel's prior written consent. Provided these conditions are met, Isabel shall indemnify the User for all damages and costs incurred by the User as a result of such a claim, as awarded by a competent court of final instance, or as agreed to by Isabel pursuant to a settlement agreement.

In the event the eSignatures Service, or any part thereof, in Isabel's reasonable opinion, are likely to or become the subject of a third-party infringement claim (as per this clause 13.1), Isabel shall have the right, at its sole option and expense, to: (i) modify the ((allegedly) infringing part of the) eSignatures Service so that they become non-infringing while preserving equivalent functionality; or (ii) obtain for the User a license to continue using the eSignatures Service in accordance with this Agreement.

The foregoing states the entire liability and obligation of Isabel and the sole remedy of the User with respect to any infringement or alleged infringement of any Intellectual Property Rights caused by the eSignatures Service or any part thereof.

13.2 By User.

You hereby agree to fully indemnify, defend, and hold harmless Isabel, its licensors, suppliers, agents, successors, and assigns and Isabel's and their directors, officers, employees, consultants, and other representatives, from and against any and all claims, damages, losses, costs, (including but not limited to reasonable attorneys' fees), liability or damage of any kind whatsoever, whether in tort or in contract, that are caused by or arise directly or indirectly out of or from any claim which is made by any third party with respect to: (a) any Documents and/or Signed Documents violating the Intellectual Property Rights of a third party; (b) any breach or violation by you of any provision of this Agreement, or any other instructions or policies issued by Isabel; (c) your gross negligence, fraud or wilful misconduct; and/or (d) any actual or alleged infringement, misappropriation, or violation by you of any third party's Intellectual Property Rights.

14. Suspension and Termination

14.1 Suspension.

If Isabel becomes aware or suspects, in its sole discretion, any violation by the User of this Agreement or any other instructions, guidelines or policies (including but not limited to the Privacy notice) issued by Isabel, then Isabel may suspend or limit your access to the eSignatures Service, the Signed Documents and/or the Website. The duration of any suspension by Isabel will be until you have cured the breach which caused such suspension or limitation.

14.2 Termination.

14.2.1 By Isabel.

Isabel may immediately terminate in its sole discretion (i) this Agreement, (ii) your Account or (iii) your access to the eSignatures Service and/or Signed Documents, at any time and for any reason, with or without cause, without prior notice and without any liability to you.

In addition, Isabel reserves the right to (i) remove or modify any User Content, (ii) suspend or terminate in whole or in part your access to the eSignatures Service and/or pursue all legal remedies if Isabel believes that the User Content or any part thereof breaches any of the foregoing representations or warranties, or otherwise infringes another person's rights or violates any applicable legislation.

14.2.2 By Initiator.

You can deactivate and/or delete your Account by logging into the eSignatures Platform and completing the procedure on the thereto dedicated link.

14.2.3 Effects of termination.

Upon the termination of this Agreement for any reason whatsoever in accordance with the provisions of this Agreement, at the moment of effective termination: (i) you will no longer be authorized to access or use the eSignatures Service, the Signed Documents or otherwise use any of the features offered by or through the eSignatures Service; (ii) Isabel may delete all data associated with your Account, including but not limited to any User Content except to the extent that Isabel is legally obliged to retain such data or information for a certain period of time in accordance with applicable laws and regulations; (iii) all rights and obligations of Isabel or the User shall terminate, except those rights and obligations under those sections specifically designated in article 15.9 of this Agreement.

As far as necessary, Isabel advises you to save or back up any User Content that you have uploaded to your Account before terminating it, as Isabel assumes no liability for any data that is irretrievably deleted following any termination of your Account.

15. Miscellaneous

15.1 Dispute Resolution/Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of Belgium, without taking into account its conflicting laws. Any dispute arising out of or in connection with this Agreement or the use of the eSignatures Service and/or any Signed Documents that shall not be amicably settled by the parties through good faith negotiations within three (3) months after notification in writing shall be finally settled by the competent courts of Brussels, Belgium.

15.2 Severability.

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

15.3 Entire agreement.

This Agreement constitutes the entire agreement between you and Isabel relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between you and Isabel with respect to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. This Agreement may not be changed, waived or modified except by Isabel as provided herein or otherwise by written instrument signed by a duly authorized representative of Isabel.

15.4 Assignment.

Neither this Agreement nor any right, obligation, or remedy hereunder is assignable, transferable, delegable, or sublicensable by you except with Isabel's prior written consent, and any attempted assignment, transfer, delegation, or sublicense shall be null and void. Isabel shall be free to (i) assign, transfer, or delegate (part of) its obligations or rights under the Agreement to one of its affiliates and (ii) to subcontract performance or the support of the performance of this Agreement to its affiliates, to individual contractors and to third party service providers without prior notification to the User.

15.5 Waiver.

Any failure to enforce any provision of the Agreement shall not constitute a waiver thereof or of any other provision.

15.6 Interpretation.

Any heading, caption, or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. Terms used in this Agreement referring to the singular shall include the plural and the masculine shall include the feminine.

15.7 Force Majeure.

Isabel shall not be liable for any failure or delay in the performance of its obligations with regard to the eSignatures Service and/or any Signed Documents if such delay or failure is due to causes beyond our control due including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders, telecommunications, network, computer, server or Internet downtime, unauthorized access to Isabel's information technology systems by third parties or any other cause beyond the reasonable control of Isabel (the "Force Majeure Event"). Isabel shall notify you of the nature of such Force Majeure Event and the effect on our ability to perform our obligations under this Agreement and how we plan to mitigate the effect of such Force Majeure Event.

15.8 Notices.

All notices from Isabel intended for receipt by you shall be deemed delivered and effective when sent to the email address provided by you on your Account. If you change this email address, you must promptly update your email address on your personal settings page.

15.9 Survival.

Articles 7, 8, 9, 11, 12, 13, 14, 15.1 and 15.7 shall survive any termination or expiration for whatever reason of this Agreement.

Last revision: 8 September 2020