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# DOCUSIGN SITES & SERVICES TERMS AND CONDITIONS

Last updated on: **January 13, 2025**

**IMPORTANT NOTICE: THESE DOCUSIGN SITES AND SERVICES TERMS AND CONDITIONS (the “TERMS” or “GENERAL TERMS”) CONTAIN A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM USE OF THE DOCUSIGN SITE AND SERVICES. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE MANDATORY ARBITRATION AND WAIVER OF CLASS ACTION SECTION. PLEASE READ CAREFULLY.**

These Terms govern access to and use of the DocuSign (“DocuSign”, “we”, “our” or “us”) websites, products, and services (collectively, the “Site”) by individuals and business entities who are any of the following (collectively, “you” or “your”):

- general website visitors to docusign.com and/or other websites owned or operated by DocuSign (each a “Website Visitor”);
- subscribers or licensees to one or more of our products or services (“DocuSign Services”) (each, a “Customer”); and
- users of DocuSign Services, including Authorized Users (as defined below) of Customer Accounts and other DocuSign Service end users (each, a “User”).

By using the Site, you accept these Terms (whether on behalf of yourself or a business you represent).

If you are a Customer and have a Master Services Agreement or other similar agreement in effect with DocuSign (the “Corporate Terms”), then these Terms apply to the extent your use of the Site, including any of the DocuSign Services referenced in the Service Schedules, is not already governed by such Corporate Terms. These Terms are intended to govern agreements with business entity Customers and do not apply for personal, consumer use (as defined by applicable consumer protection laws). As such, consumers may not avail themselves of all rights granted under these Terms.

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If you access or use the Site, you consent to the storing of cookies on your device to enhance our offerings from within a jurisdiction for which there are separate additional terms (including Australia), you also hereby agree to the additional terms applicable to users in the relevant jurisdictions contained in section 11 of these Terms (Supplemental Terms in Certain Countries and Other Regions), and in the event of a conflict between the provisions of section 11 that are relevant to the jurisdiction from where you are accessing the service and the rest of these Terms, the relevant jurisdiction’s terms will supersede and prevail to the extent of any inconsistencies.

BY ACCESSING, USING, OR DOWNLOADING FROM THE SITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED AND MUST CEASE USING THE SITE IMMEDIATELY.

## 1. SITE ACCESS AND USE

**1.1 Eligibility to Use.** You represent and warrant that you are: (a) of legal age (18 years of age or older or otherwise of legal age in your resident jurisdiction) and competent to agree to these Terms on behalf of your company or business; and (b) you (or your Authorized Users, as applicable) are not and will not when using the Site be located in, under the control of, or a national or resident of a U.S. embargoed country or territory and are not a prohibited end user under Trade Restrictions (as defined in section 10.3 (Trade Restrictions)). You acknowledge that you are not permitted to use the Site if you cannot make these representations. If DocuSign has previously prohibited you from accessing or using the Site, you are not permitted to access or use the Site. You represent and warrant that you are authorized (on behalf of yourself and/or the business you represent) to agree to these Terms with binding effect to the agreeing party.

**1.1.1 Limited Right to Use.** Upon your acceptance of these Terms, you may access and use the Site for your internal business purposes and only as expressly permitted in these Terms. Any violation by you of the restrictions contained in this Section may result in the immediate termination of your right to use the Site, as well as potential liability for infringement or other claims depending on the circumstances.

**1.1.2 Availability.** Our Site may be accessible worldwide, but this does not mean all Sites are available in your country or that information available via the Site is legal or available in your country. Access to certain Sites (or certain Site features) in certain countries may be blocked by us or foreign governments. It is your responsibility to make sure your use of the Site is legal or available where you use them. Sites are not available in all languages. Subject to these Terms (including the MSA, as applicable), you have a right to access and use the Site solely for your internal business purposes and only in accordance with the Additional Service Terms, [Focusign's Reasonable Use Policy](https://www.docusign.com/privacy/reasonable-use-policy) (<https://www.docusign.com/privacy/reasonable-use-policy>), any applicable Subscription Plan, and any other written term provided by us from time to time governing the use of our Site(s). If you are or become a direct competitor of ours, you may not access or use any Site without our written consent.

**1.2. Updates.** We may revise these Terms, including changing, deleting, or supplementing with additional terms and conditions from time to time in our sole discretion, including to reflect changes in applicable law. We will post the revised terms on the Site with a "last updated" date. PLEASE REVIEW THIS WEBSITE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF ANY REVISIONS. IF YOU CONTINUE TO USE THE SITE OR THE DOCUSIGN SERVICES AFTER THE REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS. You agree that we will not be liable to you or to any third party for any revision to the Terms.

**1.3. Communications.** You agree to receive all communications, correspondences, and notices that we provide in connection with our Site, including any Docusign Services , including, but not limited to, marketing and promotional messages related to us or the Docusign Services, correspondence regarding our delivery of the Docusign Services, and providing you information related to your purchase of or subscription to the Docusign Services ("Communications"), via electronic means, including by e-mail, text, in-product notifications, push notifications, or by posting them on or making them otherwise available through the Site. To the fullest extent permitted under applicable laws, you agree that all Communications we provide to you electronically satisfy any legal requirement that such Communications be in writing or be delivered in a particular manner and you agree to the extent you are a Customer to keep your Account contact information current. At any time, you can opt out of our email marketing and promotional messages sent to you by unsubscribing here (<https://pref.docusign.com/preference-center>).

If you elect to receive and/or send communications or other messages by SMS Message through the Site, you confirm you are the subscriber of the mobile service for the mobile number provided to us or that you are otherwise authorized by the subscriber to receive SMS Messages at such mobile number. Applicable message and data rates may apply with your mobile communication service provider ("Mobile Service Provider"). As Mobile

Service Provider's network services are outside of our control, we are not responsible for any issues arising from such services, including without limitation, failure of delivery of any content via SMS Message, delays in transmission of SMS Messages, and any service or other changes made by your Mobile Service Provider impacting the receipt or sending of SMS Messages when using the Site.

## 2. OWNERSHIP

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**2.1. Intellectual Property.** The Site contains intellectual property and are protected by copyright, trademarks, and other intellectual property laws and treaties. You acknowledge that the Site (including the DocuSign Services) contains valuable intellectual property of DocuSign and its licensors. All present and future rights in and to any and all intellectual property or other proprietary rights of any type, including without limitation information, any improvements, design contributions, or derivative works thereto, and any knowledge or process related thereto, including rights in and to all applications and registrations relating to such intellectual property, will, as between you and DocuSign, at all times be and remain the sole and exclusive property of DocuSign and its licensors. Except for the rights expressly granted in these Terms, nothing will be construed or will grant, convey, transfer, assign, or imply the conveyance of rights, claims, ownership or other claim to any right or title to the Site or any other technology, software, business processes or intellectual property of DocuSign. Any rights not expressly granted in these Terms or otherwise in writing between you and DocuSign, are reserved by DocuSign, and any unauthorised use of any intellectual property regarding the Site is strictly prohibited.

**2.1.1. Trademarks.** The trademarks, logos, taglines, and service marks displayed on the Site (collectively, the "Trademarks") are registered and/or unregistered Trademarks of DocuSign and its licensors. Trademarks may not be used in any advertising or publicity, or otherwise to indicate DocuSign's sponsorship of or affiliation with any product, service, event, or organization without DocuSign's prior express written permission.

**2.1.2. Digital Millennium Copyright Act (DMCA) Requests.** DocuSign respects copyright law and expects its users to do the same. If you believe that any content or material on the Site may infringe copyrights you own, please notify us in accordance with our [Copyright Policy \(<https://www.docusign.com/IP/infringement>\)](https://www.docusign.com/IP/infringement).

**2.2. Proprietary Materials.** Information, including software or other materials that may be available for downloading through the Site or third-party websites or applications ("Proprietary Materials") is the copyrighted work of DocuSign, its licensors, and/or such other respective third-party providers. Use of the Proprietary Materials are governed by

these Terms and such license and/or other terms as may be required directly of you by the third-party providers. Unauthorized reproduction or distribution of the Proprietary Materials is expressly prohibited by law, and may result in civil and criminal penalties. Violators may be prosecuted.

### **2.3. Submissions of User Content.**

**2.3.1. Submissions.** By clicking "Accept All Cookies", you agree to available (collectively, "Proprietary Materials") that may or may not be viewable by other users. Content, unless we indicate otherwise, you grant us a nonexclusive, royalty-free, and fully sublicensable right to access, view, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display such User Content throughout the world in any form, media, or technology now known or hereafter developed. You also permit any other user to view, copy, access, store, or reproduce such User Content for that user's personal use. You grant us the right to use the name and other information about you that you submit in connection with such User Content. You represent and warrant that: (a) you own or otherwise control all of the rights to the User Content that you Post; (b) the User Content you Post is truthful and accurate; and (c) use of the User Content you Post does not violate these Terms or any applicable laws. For the avoidance of doubt, User Content does not include any document or other data a Customer or User uploads for processing by any Docusign Service account environment.

**2.3.2. Screening & Removal.** You acknowledge and agree that we may or may not, at our discretion, pre-screen User Content before its appearance on the Site, but that we have no obligation to do so. You further acknowledge and agree that we reserve the right (but do not assume any obligation) in our sole discretion to reject, move, edit, or remove any User Content that is Posted to the Site. Without limiting the foregoing, we have the right to remove any User Content that violates these Terms or is otherwise objectionable in our sole discretion. You acknowledge and agree that we do not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content.

**2.4. Data and Privacy.** You are solely responsible for data that you provide or use in respect of the Site (including Docusign Services), including compliance with any regulations, laws, or conventions applicable to such data and use. You acknowledge your understanding and hereby provide your consent to Docusign's processing of such data in accordance with the Docusign Privacy Notice (<https://www.docusign.com/company/privacy-policy>). Additional personal data processing

terms and restrictions may apply with respect to Docusign Services, as set forth in Section 4 below.

### **3. RESTRICTIONS ON USE OF THE SITE**

**3.1.** By using the Site, you specifically agree not to, and not permit others to, engage in any activity or transmit any information that, in our sole discretion:

**3.1.1.** Is illegal, or violates any federal, state, or local law or regulation; By clicking “Accept All Cookies”, you agree to the storing of cookies on your device to enhance

**3.1.2.** Advocates illegal activity or discusses illegal activities with the intent to commit them;

**3.1.3.** Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;

**3.1.4.** Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, sexually explicit or pornographic, discriminatory, vulgar, profane, obscene, libelous, hate speech, violent or inciting violence, inflammatory, or otherwise objectionable;

**3.1.5.** Interferes with any other party's use and enjoyment of the Site;

**3.1.6.** Attempts to impersonate another person or entity;

**3.1.7.** Is of a commercial nature in a way that violates these Terms, including but not limited to, using the Site for spam, surveys, contests, pyramid schemes, or other advertising materials;

**3.1.8.** Falsely states, misrepresents, or conceals your affiliation with another person or entity;

**3.1.9.** Accesses or uses a Docusign Services account of a Customer without such Customer's permission;

**3.1.10.** Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;

**3.1.11.** Interferes with, disrupts, disables, overburdens, or destroys the functionality or use of any features of the Site, or the servers or networks connected to the Site;

**3.1.12.** “Hacks” or accesses without permission our proprietary or confidential records, those of another user, or those of anyone else;

**3.1.13.** Improperly solicits personal or sensitive information from other users including without limitation address, credit card or financial account information, or passwords;

**3.1.14.** Decompiles, reverse engineers, disassembles, or otherwise attempts to derive source code from the Site, except as expressly permitted in these Terms or by law, unless and then only to the extent permitted by applicable law without our consent;

**3.1.15.** Removes, circumvents, disables, damages, or otherwise interferes with security-related features, or features that facilitate the legitimate use of the Site;

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the storing of cookies on your device to enhance

site navigation, analyse site usage, and assist in

**3.1.16.** Uses automated or manual means to violate the restrictions in any robot exclusion headers on the Site, if any, or bypasses or circumvents other measures employed to prevent or limit access, for example by engaging in practices such as "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information;

**3.1.17.** Modifies, copies, scrapes or crawls, displays, distributes, publishes, licenses, sells, rents, leases, lends, transfers, or otherwise commercializes any materials or content on the Site, including license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Site available for access by third parties except as otherwise expressly provided in these Terms;

**3.1.18.** Downloads (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms), distributes, posts, transmits, performs, reproduces, broadcasts, duplicates, uploads, licenses, creates derivative works from, or offers for sale any content or other information contained on or obtained from or through the Site, by any means except as provided for in these Terms or with the prior written consent of DocuSign; or

**3.1.19.** Uses the Site for benchmarking purposes or to compile information for a product or service, or accesses or uses the Site for the purpose of (i) developing or operating products or services in competition with the Site; or (ii) using or allowing access to the Site by or as a competitor of ours;

**3.1.20.** Uses, or allows third parties to use, the Site (including any architectures, models, or weights which is considered our confidential and proprietary information, or any content, data, output, or other information received or derived from the Site, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithm or artificial intelligence system that mimics or performs any function substantially similar to any function of the Site; or

**3.1.21.** Attempts to do any of the foregoing.

If you believe content on the Site or any activity by an individual or entity violates the above restrictions, please contact us here: <https://support.docusign.com>.

**3.2.** You may not frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages. You may link to the Site, provided that you acknowledge and agree that you will not link the Site to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property rights. Any violation of this provision may result in the storing of cookies on your device to enhance the functionality of your use of and access to the Site effective immediately. By clicking “Accept All Cookies”, you agree to the storing of cookies on your device to enhance site navigation, analyse site usage, and assist in our marketing efforts.

**3.3.** You acknowledge that we have no obligation to monitor your – or anyone else’s – access to or use of the Site for violations of these Terms, or to review or edit any content. However, except as otherwise expressly provided herein, we have the right to do so for the purpose of operating and improving the Site (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes, analytics, and advertising), to ensure your compliance with these Terms and to comply with applicable law or the order or requirement of a court, consent decree, administrative agency or other governmental body.

## 4. TERMS FOR DOCUSIGN SERVICES

Docusign Services are subject to such additional terms set forth in this Section and the “Docusign Services Schedules and Other Schedule of Terms” for Web Plan Customers and Users available here <https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules> (“Additional Service Terms”). If there is any conflict between the Terms and the Additional Service Terms, the Additional Service Terms govern regarding the Docusign Service described therein. Additional Service Terms are subject to change as set forth in Section 1.2 (Updates) above.

### 4.1. DEFINITIONS

**a. “Account”** means a unique account established by Customer to enable its Authorized Users to access and use a Docusign Service.

**b. “Authorized User”** mean an individual natural person, whether an employee, business partner, contractor, or agent of a Customer, who is registered or permitted by Customer to use the Docusign Services pursuant to these Terms and up to any maximum number of users or uses specified at the time of purchase (where relevant).

**c. “Documentation”** means any and all written materials, user manuals, and other documentation and materials supplied by us and related to the Docusign Services, excluding any software code or other information customarily subject to a commercial

license, that is provided by Docusign regarding the Docusign Services. Documentation includes without limitation Docusign's then-current technical and functional documentation for the Docusign Services.

## 4.2. USAGE AND ACCESS RIGHTS

**4.2.1. Right to Use Docusign Services.** Subject to these Terms, you have a limited non-exclusive, non-transferable right and license during the Term to: (a) use the Docusign Services; (b) implement, configure, and administer your Account(s), permit your Authorized Users to access and use the Documentation, solely for site navigation, analyse site usage, and assist in any applicable limits or maximums in your Subscription Plan; (c) access and use the Documentation, solely for our marketing efforts; (d) access and use the Documentation, solely for (x) your internal business purposes, (y) and in accordance with the Additional Service Terms, Docusign's Reasonable Use Policy (<https://www.docusign.com/privacy/reasonable-use-policy>) and any other written terms provided by us from time to time governing the use of the Docusign Services, and (z) in accordance with the Documentation we publish or otherwise provide you to support your use of the Docusign Service.

Any violation by you of the license provisions contained in this Section may result in the immediate termination of your right to use the Docusign Services, as well as potential liability for copyright infringement or other claims depending on the circumstances.

Customers will not, and will not permit others to, use the Docusign Services or allow access to them in a manner that circumvents contractual usage restrictions or that exceeds authorized use or usage metrics set forth in these Terms, any applicable Subscription Plan or Docusign's [Reasonable Use Policy](https://www.docusign.com/company/reasonable-use-policy) (<https://www.docusign.com/company/reasonable-use-policy>) incorporated herein by reference.

**4.2.2. Customer Responsibilities.** Customers are responsible for all use of the Docusign Services associated with its Account; (c) Customers are solely responsible for maintaining the confidentiality of their Account names and password(s); (d) Customers agree to immediately notify Docusign of any unauthorized use of Customer's Account of which it becomes aware; (e) Customer agrees that Docusign will not be liable for any losses incurred as a result of a third party's use of its Account, regardless of whether such use is with or without its knowledge and consent, except to the extent such liability cannot be lawfully excluded under applicable law; (f) Customer will use the Docusign Services for lawful purposes only and subject to these Terms.

**4.2.3. Authorized Users.** Authorized Users of Customer must be identified by a unique email address and user name and two or more natural persons may not use the Docusign Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the Docusign Services will be allowed only if the user is under confidentiality and other obligations with Customer at least as restrictive as those in

these Terms, and is accessing or using the Docusign Services solely to support Customer's internal business purposes.

**4.2.4. Account Administrator.** Customer may assign and expressly authorize an Authorized User(s) as its agent to manage Customer's Account, and management of Customer's Account includes, without limitation, configuring administration settings, assigning access and use authorization, requesting different or additional services, providing usage and per By clicking "Accept All Cookies", you agree to executing approved campaigns and events, ~~and terms and conditions (Account Administrator")~~. Customer may notices, disclosures, and ~~and terms and conditions (Account Administrator")~~ appoint an employee, agent or a third-party business partner or contractor to act as its Account Administrator(s) and may change its designation at any time through its Account.

**4.3. AI Terms for Docusign Services.** For clarity, Docusign Services that utilize or integrate with AI Services (defined in the [AI Attachment for Docusign Services](#)) are subject to the Additional Service Terms set forth in the AI Attachment for Docusign Services, which may include consent to use Customer Data to improve Docusign Services and AI Services, including without limitation, to train artificial intelligence algorithms and machine learning models. To opt out of this consent, please refer to the [AI Data Controls Settings FAQ](#).

#### **4.4. Payment Terms.**

**4.4.1. Subscription Plan.** The prices and features of the Docusign Services and other of our fee-based offerings are subject to then-current purchase options or entitlements offered by Docusign in its sole and absolute discretion ("Subscription Plan"). Subscription Plans may be generally published on our website, set forth in our order form indicating the price and entitlement units available for purchase ("Order Form"), or offered to you via email or through in-product communications. Details regarding a purchased Subscription Plan, including entitlement units and overage fees (if usage-based), usage metrics, and other use and plan related information may be viewable through the administrative console of the Docusign Service (see Documentation for the applicable Docusign Service to confirm if this feature is available), or otherwise may be requested by you through Support here: <https://support.docusign.com>. We reserve the right to change the prices for or alter the options applicable to Subscription Plans available for purchase without prior notice, provided that for customers on existing Subscription Plans, such changes will only take effect upon renewal of such Subscription Plan in accordance with clause 4.4.2 below.

**4.4.2. Renewals.** If you purchase a Subscription Plan you agree to pay the then-current fee associated with the Subscription Plan, and understand it will automatically renew for the same time period ("Renewal Term") unless: (a) you cancel your Subscription Plan or

terminate your Account at least five (5) business days in advance of the end of the then-current Subscription term; (b) you set your Account not to auto-renew through the administrative console in the Docusign Service (if such capability is available) or [contacting us here: \(<https://support.docusign.com>\)](https://support.docusign.com); (c) we terminate your Subscription Plan or Account in accordance with the Terms; (d) we decline to renew your Subscription Plan; or (e) these Terms are terminated by either party as otherwise permitted in these Terms, prior to the end of the then-current period of the Subscription Plan (“Subscription Term”).

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**4.4.3. Promotional Codes.** We may offer promotional codes for use with a Subscription Plan from time to time in our sole discretion. Promotional codes offered by us may only be used for your initial Subscription Term unless expressly indicated otherwise in your Subscription Plan details. If you purchased your initial Subscription Plan with a promotional code, each Renewal Term will be charged at the original, non-discounted price of the Subscription Plan initially ordered. If your Subscription Plan and subsequent Renewal Term terminates or expires for any reason, the promotional code may not be applied to any other Subscription Plan you purchase.

**4.4.4. Overages.** We may charge overage fees for use or access of the Docusign Service when your use and/or access exceeds entitlement units purchased with your Subscription Plan. For any usage-based Subscription Plan you purchase, you will be invoiced on a monthly basis for any usage over the purchased entitlement units (“Overage”), if any, incurred during the preceding month. Overage fees (including but not limited to “Pay-As-You-Go fees”) are billed in arrears at the per unit fee indicated in the Subscription Plan in effect at the time such Overage occurred. Overage fees are due and payable immediately upon invoice, and you will be charged the payment method associated with your Account automatically at time of invoice. Late payments for Overages, including due to an invalid payment method being on file or any other reason, may result in interest charges at our sole discretion.

**4.4.5. No Refunds.** CUSTOMER'S PAYMENTS ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OR AS OTHERWISE AGREED TO BY THE PARTIES OR AS REQUIRED BY APPLICABLE LAW. Charges for pre-paid Subscription Plans will be billed to Customer in advance. Charges for per-use purchases and standard Subscription Plan charges will be billed in arrears unless otherwise specified in the Subscription Plan.

**4.4.6. Recurring Charges.** When you purchase a Subscription Plan, you must provide accurate and complete information for a valid payment method that you are authorized to use. You may be billed for your Subscription Plan either through the payment method you provide, such as a credit card, or through an intermediary provider such as iTunes, Google

Play, or a similar app store (“App Store”). You must promptly notify us of any change in your invoicing address and must update your Account with any changes related to your payment method. BY COMPLETING PURCHASE OF A SUBSCRIPTION PLAN, YOU AUTHORIZE US AND OUR AGENT TO CHARGE YOUR PAYMENT METHOD

(“AUTHORIZATION”) FOR: (a) THE APPLICABLE SUBSCRIPTION PLAN CHARGES, INCLUDING FOR ANY RENEWAL TERM OF THE SUBSCRIPTION PLAN; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH YOUR USE OF A SITE UNDER A SUBSCRIPTION PLAN, INCLUDING WITHOUT LIMITATION ADD-ONS AND OVERAGE CHARGES INCURRED DURING THE SUBSCRIPTION PLAN. The Authorization continues through the applicable original Subscription Plan Term and any our marketing efforts.

Renewal Term until you cancel the Subscription Plan, or your Subscription Plan is otherwise terminated in accordance with these Terms or you withdraw your Authorization, in which case you remain liable for any amounts payable by you.

**4.4.7. Late Fees & Collection Costs.** If we do not receive timely payment when due, you agree to pay all amounts due upon demand. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. You agree to reimburse any costs or expenses (including, but not limited to, reasonable attorneys’ fees) incurred by us to collect any amount that is not paid when due. We may accept payment in any amount without prejudice to our right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to us may not be withheld or offset by you for any reason against amounts due or asserted to be due from us.

**4.4.8. Invoices.** We will provide billing and usage information in a format we choose, which may change from time to time. We reserve the right to correct any errors or mistakes that we determine even if we have already issued an invoice or received payment. You will notify us about any billing issues (including disputed amounts owed) within thirty (30) days after they first appear on your invoice. If you do not bring such issues to our attention within the foregoing time period, your right to dispute such issue is otherwise waived.

**4.4.9. Billing Cycles.** Billing cycle end dates may vary depending on Subscription Plan (e.g., per use, monthly, annual, etc.) and when you purchased your Subscription Plan during a given calendar month. When a billing cycle period covers less than or more than a full month, we may make reasonable adjustments and/or prorations. We may (at our option) also accumulate charges incurred during a billing cycle (e.g. Overages) and submit them as one or more aggregate charges during or at the end of a cycle, and that we may delay processing payment until submission of the accumulated charge(s). If these Terms expire or are terminated for any reason Customer agrees to pay DocuSign all amounts that have

accrued before, and remain unpaid as of, the date of the termination or expiration, including those for the billing cycle in which termination occurs.

**4.4.10. Benefit Programs.** You may receive or be eligible for certain discounts and promotions, and other Subscription Plan related benefits (collectively, "Benefits") through a DocuSign Services reseller or other authorized third-party offeror of fee-based Sites ("Our Program Partner"). Any and all such Benefits are provided subject to the terms between you and Our Program Partner for a Subscription Plan purchased through Our Program Partner. By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance your account information with Our Program Partner for account management, maintenance and support purposes. If you have paid or are paying us directly for a Subscription Plan purchased through Our Program Partner, then you authorize us to share reasonable Account and select Usage Data information with Our Program Partner as necessary to verify your continuing eligibility for those Benefits.

**4.4.11. Tax Responsibility.** All Subscription Plan fees are stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any jurisdiction (collectively, "Taxes"). You are responsible for and agree to bear Taxes associated with its purchase of the Subscription Plan and other fee-based DocuSign offerings. If we are required to remit Taxes associated with your purchase of a Subscription Plan and other fee-based offerings, we will add the amount of those Taxes, itemized where required by law, to the payment due. Taxes may be applied without notice. Taxes will not be deducted from the payments owed to us, except as required by law, in which case you will increase the amount payable as necessary so that after making all required deductions and withholdings, we receive and retain (free from any Tax liability) an amount equal to the amount we would have received had no such deductions or withholdings been made. You acknowledge and confirm that the address you provide in your Account registration is the place of supply to you for Tax purposes. If requested by us, you agree to provide to us your VAT, GST, or similar tax identification number(s) to avoid application of taxes, as applicable, and you will use the ordered Site in the location(s) in accordance with the provided VAT or GST identification number(s). The parties' obligations under this Section (Tax Responsibility) will survive the termination or expiration of these Terms.

**4.4.12. App Store Purchases.** If your Subscription Plan is purchased through an App Store, then the App Store will automatically charge your App Store account for the cost of the Subscription Plan (including any renewal fees based on the Subscription Plan purchased) and any applicable taxes. If you are not current with your Subscription Plan payments, we reserve the right to downgrade or terminate your Account, or otherwise suspend your access to the Site. You will be responsible for paying all past due amounts.

#### **4.5. Free Trial and Special Offers for Docusign Services.**

**4.5.1.** If you register for a free trial, promotional offer, or other type of limited offer for use of Docusign Services (“Free Trial”), you may be presented with additional terms and conditions when registering for a Free Trial, and any such additional terms and conditions are hereby incorporated into these Terms by reference and are legally binding. This Section (Free Trial and Special Offers for Docusign Services) supersedes and applies notwithstanding any contrary provision contained in the Free Trial terms and conditions. By clicking “Accept All Cookies”, you agree to the use of a Free Trial.

the storing of cookies on your device to enhance

**4.5.2.** To the fullest extent permitted by law, Docusign reserves the right to reduce the term of a trial or terminate our marketing efforts together without prior notice.

**4.5.3.** The version of the Docusign Services that is available for a Free Trial may not include or allow access to all features or functions. ANY DATA THAT A CUSTOMER ENTERS INTO THE DOCUSIGN SERVICES, AND ANY CONFIGURATIONS MADE BY OR FOR A CUSTOMER, DURING THE FREE TRIAL WILL BE PERMANENTLY LOST AT THE END OF THE TRIAL PERIOD UNLESS THE CUSTOMER: (a) PURCHASES A SUBSCRIPTION PLAN TO DOCUSIGN SERVICES THAT IS EQUIVALENT TO OR GREATER THAN THOSE COVERED BY THE TRIAL; OR (b) EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD.

**4.5.4.** Notwithstanding any other provision of these Terms, including without limitation the warranties described in Section 7 (Warranties and Disclaimers) or any service-specific terms and conditions applicable to a particular Docusign Service, including exhibits and attachments accompanying such schedule (“Service Schedule”), during a Free Trial the Docusign Services are provided “AS IS” and “as available” without any warranty that may be set forth in these Terms, and DOCUSIGN DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND DOCUSIGN’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER’S USE OF THE FREE TRIAL IS \$100. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY AND FOR THE MINIMUM WARRANTY PERIOD ALLOWED BY THE MANDATORY APPLICABLE LAW.

#### **4.6. Term and Termination for Docusign Services.**

**4.6.1. Term.** The period of effectiveness of these Terms, with respect to Docusign Services, begins on the date the Customer accepts these Terms and continues until the Customer’s Subscription Plan expires or its use of the Docusign Services ceases (including as a result of termination in accordance with this Section 4.6 (Term and Termination for Docusign Services), whichever is later (“Term”).

**4.6.2. Suspension of Access to DocuSign Services.** In accordance with these Terms, DocuSign may suspend any use of the DocuSign Services, remove any content or disable or terminate any Account or Authorized User that DocuSign reasonably and in good faith believes violates these Terms. DocuSign will use commercially reasonable efforts to notify you prior to any such suspension or disablement, unless DocuSign reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (b) it is necessary to delay notice in order to prevent imminent harm to the DocuSign Services or a third party. By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyse site usage, and assist in our marketing efforts.

**4.6.3. We reserve the right to modify, terminate, or otherwise amend the fees and features associated with your Subscription Plan to the fullest extent permitted under applicable laws. We may also recommend that you purchase a new Subscription Plan that is comparable to your previous Subscription Plan that is ending. Before we change the fees and charges in effect, or add new fees and charges, we will give you advance notice of at least thirty (30) days. If we provide you such advance notice, unless prohibited by applicable laws, your continued use of the DocuSign Services after the changes have been made will constitute your acceptance of the changes. If you do not wish to continue subscribing with the new fees or features, you may terminate your Subscription Plan as described in this Section 4.6 (Term and Termination for DocuSign Services). If you accept the new Subscription Plan, its terms and conditions with these Terms will apply in the Renewal Term and thereafter.**

**4.6.4. Termination by Customer.** You may terminate your Account at any time upon ten (10) days' advance written notice to DocuSign. If you wish to terminate, you must provide notice, as we may instruct on our website, such as [here](#) or by [contacting us here](#): (<https://support.docusign.com>). You must receive a confirmation from DocuSign on your request for cancellation in order for cancellation to take effect. If you purchased your Subscription Plan through an external service, such as an App Store, you must use the tools made available by those services to manage and/or terminate your Subscription Plan. Section 4.4.5 (No Refunds) notwithstanding, if a Customer terminates its annual Subscription Plan within the first thirty (30) days of the initial Subscription Term, it may submit a written request to DocuSign for a refund of the fees paid to DocuSign for the initial Subscription Term, which DocuSign will consider, without obligation, in good faith. Unless required by applicable law, DocuSign has no obligation to consider refund requests related to a termination of a Subscription Plan if the termination does not occur in the first thirty (30) days of the initial Subscription Term, or if there has been a violation of other Terms herein, or if records indicate substantial productive use took place during that period.

**4.6.5. Default; Termination by DocuSign.** A Customer will be in default of these Terms if: (a) it fails to timely pay any amount owed to us or an Affiliate of ours; (b) it or an Authorized User associated with its Account breaches any provision of these Terms or violates any published policy applicable to the DocuSign Services; (c) it is or becomes subject to any proceeding under the Bankruptcy Code or similar laws; or (d) if, in our sole discretion, we believe that continued use of the DocuSign Services by the Customer (or its Authorized Users or applicable end user) creates legal risk for DocuSign, presents a threat to the security of the DocuSign Services or DocuSign Customers, or is in connection with fraudulent or other unlawful activity. If you are in default, we may, without notice: (i) site navigation, analyse site usage, and assist in suspend your Account and use of the DocuSign Services; (ii) terminate its Account; (iii) our marketing efforts. charge reactivation fees in order to reactivate its Account; and (iv) pursue any other remedy available to us. An "Affiliate" means a legal entity that a respective party to these Terms owns, that owns such respective party or that is under common control with such respective party, where "control" and "own" mean possessing greater than 50% interest in an entity or the right to direct the management of the entity.

**4.6.6. Effect of Termination.** If these Terms expire or are terminated for any reason: (a) any and all of your liabilities to us that have accrued before the effective date of the expiration or termination will survive; (b) licenses and use rights granted to you with respect to the Site, including rights to any intellectual property therein or thereto, will immediately terminate in accordance with these Terms; (c) our obligation to provide any further access to the Site to you under these Terms will immediately terminate, except any such rights that are expressly to be provided following expiration or termination of these Terms; and (d) the provisions of Section 4.4.5 (No Refunds), Section 4.4.10 (Benefit Programs), Section 4.4.11 (Tax Responsibility), Section 4.5 (Free Trial and Special Offers for DocuSign Services) and of this Section, as well as provisions designated to survive under the Terms, any Service Schedules and accompanying attachments to the Terms. In the event DocuSign terminates these Terms owing to any actual or suspected fraudulent or other unlawful use by an Account owner of the DocuSign Services, notwithstanding anything contrary elsewhere in these Terms, DocuSign may retain certain information of such terminated Account and use the retained information for its internal purposes including fraud detection and prevention, dispute resolution, investigations, and legal compliance for the period necessary to fulfill the foregoing purposes. For information about fraud prevention with DocuSign Services, please visit DocuSign's Trust Center [here](https://www.docusign.com/trust/security/incident-reporting) (<https://www.docusign.com/trust/security/incident-reporting>).

**4.6.7. SPECIFIC CAP ON DAMAGES.** SUBJECT TO APPLICABLE LAW AND SECTION 9.4, NOTWITHSTANDING SECTION 9.2 (CAP ON DAMAGES), OUR TOTAL LIABILITY TO YOU FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO DOCUSIGN SERVICES PROVIDED UNDER THIS SECTION (INCLUDING WITHOUT LIMITATION WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION

OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO DOCSIGN FOR THE DOCSIGN SERVICE(S) GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY, OR \$100, WHICHEVER IS GREATER.

#### **4.7. Data.**

By clicking “Accept All Cookies”, you agree to

**4.7.1. Customer Data** the storing of cookies on your device to enhance Data is deemed your “Customer Data” for the purpose of the Docusign Services. Customer site navigation, analyse site usage, and assist in active confidentiality terms under Section 5.2 our marketing efforts (“Customer Confidential Information”).

**4.7.2. Personal Data Processing.** You acknowledge your understanding and hereby provide consent that, except as described in these Terms or applicable Corporate Terms, the information you provide to us or that we collect will be processed and otherwise handled as described in the Docusign Privacy Notice

(<https://www.docusign.com/company/privacy-policy>) and with respect to the Docusign Services, the terms set forth in the Data Protection Attachment for Docusign Services available here: <https://www.docusign.com/legal/terms-and-conditions/data-protection-attachment/web-plan>.

**4.7.2.1. Access & Disclosure.** Except as described in these Terms or applicable Corporate Terms: (i) we may access, preserve, or share any of your information when we believe in good faith that such sharing is reasonably necessary to investigate, prevent, or take action regarding possible illegal activities or to comply with legal process (e.g. a subpoena or other legal process); and (ii) we may also share your information in situations involving potential threats to the physical safety of any person, violations of the Docusign Privacy Notice, the Terms, the Corporate Terms, or any other of our user agreements or terms in effect; or to respond to the claims of violation of the rights of third parties and/or to protect the rights, property and safety of Docusign, our employees, users, or the public. This may involve the sharing of your information with law enforcement, government agencies, courts, and/or other organizations.

**4.7.3. Usage Data.** Docusign may collect, generate, store and use diagnostic and usage-related data, and information, or insights generated or derived from the use and operation of the Docusign Services (“Usage Data”). Docusign owns all right, title, and interest in Usage Data and may use it for its business purposes, including providing support for Docusign Services, customer account management, industry analysis, benchmarking, analytics, and developing and improving its products and services. Any Usage Data that Docusign discloses will be de-identified and aggregated.

**4.7.4. Feedback.** Docusign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to Docusign Services and related resources (“Feedback”). To the extent Customer provides Feedback, Customer grants to Docusign and its Affiliates a royalty-free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the Docusign Services) without restriction. Customer shall ensure that:

(a) Feedback does not identify Customer, its Affiliates or Authorized Users, or include any Customer Data; and

(b) Customer has obtained requisite authorization from any Authorized User or other third party to grant the license described herein. For the avoidance of doubt, our marketing efforts.

Feedback does not constitute Customer Confidential Information.

## 5. CONFIDENTIALITY.

**5.1. Scope.** Our “Confidential Information” means (a) any written information, materials and other documents supplied by us related to the Site which we do not generally disclose publicly, (b) the Docusign Services themselves, excluding any Customer Data; and (c) any other of our information that we may disclose in writing or orally and is designated as confidential or proprietary at the time of disclosure, or that due to the nature of the information a reasonable person would clearly understand it to be confidential information; and (d) any amendment to the terms and conditions of these Terms between you and us. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of these Terms by you; (ii) was rightfully in your possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by you without use of our Confidential Information; or (iv) was rightfully obtained by you from a third party not under a duty of confidentiality and without restriction on use or disclosure.

**5.2. Restricted Use and Nondisclosure.** During and after the term, with respect to Confidential Information a receiving party will: (a) use Confidential Information solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to the disclosing party’s affiliates, attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that the receiving party would protect its own Confidential Information of a similar nature.

**5.3. Required Disclosure.** If a receiving party is required by law to disclose the other party’s Confidential Information, the receiving party will give the other party prompt written notice before making the disclosure, unless prohibited from doing so by the legal or

administrative process, and assist the other party in obtaining where reasonably available an order protecting the other party's Confidential Information from public disclosure.

**5.4. Ownership.** Notwithstanding any other provision of these Terms, you acknowledge that, as between you and us, all our Confidential Information you receive from us, including all copies thereof in your possession or control, in any media, is proprietary to and exclusively owned by us. Nothing in these Terms grants you any right, title or interest in or to any of our Confidential Information. By clicking "Accept All Cookies", you agree to these Terms. Any incorporation of our Confidential Information into your own materials will not render our Confidential Information non-confidential. The storing of cookies on your device to enhance site navigation, analyse site usage, and assist in our marketing efforts.

## 6. TERM AND TERMINATION

**6.1. Termination.** Except the termination for DocuSign Services as set out in Section 4.6 (Term and Termination for DocuSign Services), you may terminate your use of the Site at any time by ceasing further use of the Site. DocuSign may terminate your use of the Site as a Website Visitor, including denying you access to the Site at our sole discretion for any reason or no reason, including for violation of these Terms.

**6.2. Effect of Termination.** If these Terms expire or are terminated for any reason: (a) any and all of your liabilities to us that have accrued before the effective date of the expiration or termination will survive; (b) licenses and use rights granted to you with respect to the Site, including rights to any intellectual property therein or thereto, will immediately terminate in accordance with these Terms; (c) our obligation to provide any further access to the Site to you under these Terms will immediately terminate, except any such rights that are expressly to be provided following expiration or termination of these Terms; and (d) the provisions of Section 2 (Ownership), Section 3 (Restrictions on Use of the Site), Section 4.7 (Data), Section 5 (Confidentiality), Section 6.2 (Effect of Termination), Section 7 (Warranties and Disclaimers), Section 8 (Indemnification Obligations), Section 9 (Limitations of Liability), Section 10 (General), and Section 11 (Supplemental Terms in Certain Countries and Other Regions) will survive, as well as provisions designated to survive under any Service Schedules and accompanying attachments to these Terms.

## 7. WARRANTIES AND DISCLAIMERS

**7.1. THE SITE AND ANY INFORMATION WE SUPPLY YOU ARE PROVIDED "AS IS" AND "AS AVAILABLE". YOUR USE OF THE SITE AND INFORMATION WILL BE AT YOUR SOLE RISK.** TO THE FULLEST EXTEND LEGALLY POSSIBLE, DOCUSIGN AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS, AFFILIATES, SUBSIDIARIES, AND LICENSORS ("DOCUSIGN PARTIES"): (a) MAKE NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS,

IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DO NOT WARRANT THAT THE SITE OR INFORMATION ARE OR WILL BE ERROR-FREE, WILL MEET YOUR REQUIREMENTS, OR BE TIMELY OR SECURE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM YOUR USE OF THE SITE AND/OR INFORMATION.

By clicking "Accept All Cookies", you agree to

**7.2. THE DOCUSIGN PARTIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, AND THE DOCUSIGN PARTIES WILL NOT BE A PARTY TO OR IN ANY WAY RESPONSIBLE FOR MONITORING ANY ACTIVITIES BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, EXCEPT TO THE EXTENT SUCH RESPONSIBILITY CANNOT BE EXCLUDED UNDER APPLICABLE LAW. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR ACTIVITIES WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE.**

the storing of cookies on your device to enhance site navigation, analyse site usage, and assist in our marketing efforts.

CARE AND DILIGENCE OR ABOUT THE ACCURACY OR THEREOF, AND ASSUME NO RESPONSIBILITY FOR ANY: (i) ERRORS, MISTAKES, OR INACCURACIES RELATED TO THE SITE OR INFORMATION; (ii) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE OR INFORMATION; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SITE OR INFORMATION, AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED ON THE SITE; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE THROUGH THE ACTIONS OF ANY THIRD PARTY; (vi) ANY LOSS OF YOUR DATA OR OTHER CONTENT FROM THE SITE; AND/OR (vii) ANY ERRORS OR OMISSIONS IN ANY OF YOUR DATA OR CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, UNLESS EXPRESSLY REQUIRED UNDER APPLICABLE LAW. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY AND FOR THE MINIMUM WARRANTY PERIOD ALLOWED BY THE MANDATORY APPLICABLE LAW.

**7.3. THE DOCUSIGN PARTIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, AND THE DOCUSIGN PARTIES WILL NOT BE A PARTY TO OR IN ANY WAY RESPONSIBLE FOR MONITORING ANY ACTIVITIES BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, EXCEPT TO THE EXTENT SUCH RESPONSIBILITY CANNOT BE EXCLUDED UNDER APPLICABLE LAW. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR ACTIVITIES WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE.**

**7.4.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as in this Section or Section 9 (Limitations of Liability). Accordingly, some of these limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in this Section and Section 9 (Limitations of Liability) specifically do apply to you. Supplemental terms in Section 11 may also apply for users in specified jurisdictions.

By clicking "Accept All Cookies", you agree to

## **8. INDEMNIFICATION**

**8.1.** You will defend, indemnify our marketing efforts, our Affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third-party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to, as applicable: (a) your access to and use of the Site (including the DocuSign Services); (b) violation of these Terms by you; (c) infringement of any intellectual property or other right of any person or entity by you; (d) the nature and substance of all documents, data, or other content uploaded by you to the Site (including the DocuSign Services); or (e) any products or services purchased or obtained by you in connection with the Site (including the DocuSign Services).

**8.2.** We retain the exclusive right to settle, compromise, and pay, without your prior consent, any and all claims or causes of action that are brought against us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

## **9. LIMITATIONS OF LIABILITY**

### **9.1. Disclaimer of Direct and Consequential Damages.**

**9.1.1.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE SITE (INCLUDING DOCUSIGN SERVICES) OR INFORMATION WE SUPPLY YOU, INCLUDING, BUT NOT LIMITED TO, GOODWILL, WORK STOPPAGE, LOST PROFITS, OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES, AND WHETHER SUCH CLAIMS ARE MADE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR

ANY OTHER LEGAL THEORY, EXCEPT TO THE EXTENT SUCH LIABILITY CANNOT BE LAWFULLY EXCLUDED UNDER APPLICABLE LAW.

**9.1.2.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DOCUSIGN PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY: (a) USE OF THE SITE OR INFORMATION WE SUPPLY YOU; (b) ERRORS, MISTAKES, OR INACCURACIES OF THE SITE OR INFORMATION; (c) THE ACCUMULATION OF PERSONAL INJURY OR PROPERTY DAMAGE OF THE SITE OR INFORMATION; (d) THE UNAUTHORIZED ACCESS TO OR USE OF THE SITE OR INFORMATION, AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED ON THE SITE; (e) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS; (f) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY; (g) ANY LOSS OF YOUR DATA OR USER CONTENT FROM THE SITE; (h) ANY ERRORS OR OMISSIONS IN ANY OF YOUR DATA OR USER CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE DOCUSIGN PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (i) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS, OUR PRIVACY NOTICE, OR ANY OTHER COMMUNICATION WE MAKE OR NOTICE WE PROVIDE, EXCEPT TO THE EXTENT SUCH LIABILITY CANNOT BE LAWFULLY EXCLUDED UNDER APPLICABLE LAW.

**9.1.3.** Some countries and jurisdictions do not allow the limitation or exclusion of consequential, direct, indirect, or other damages in contracts with consumers and to the extent you are a consumer the limitations or exclusions in this Section 9.1 may not apply to you.

**9.2. Cap on Damages.** OUR TOTAL LIABILITY TO YOU FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR TO YOUR USE OF THE SITE (INCLUDING DOCUSIGN SERVICES) OR INFORMATION WE SUPPLY YOU (INCLUDING WITHOUT LIMITATION WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO DOCUSIGN FOR THE DOCUSIGN SERVICE(S) GIVING RISE TO THE CLAIM UNDER THESE TERMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY, OR \$100, WHICHEVER IS GREATER. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. ADDITIONAL OR DIFFERENT LIABILITY

AMOUNTS MAY APPLY AS EXPRESSLY SET FORTH IN THE APPLICABLE SERVICE SCHEDULE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THIS SECTION 9.2 WILL (I) APPLY ONLY TO THE EXTENT PERMITTED BY PRODUCT LIABILITY LAW; AND (II) WILL NOT APPLY IN THE EVENT THAT PERSONAL INJURY OR DEATH HAVE BEEN CAUSED INTENTIONALLY BY DOCUSIGN OR BY DOCUSIGN'S GROSS NEGLIGENCE.

**9.3. Independent Allocation of Risks.** By clicking "Accept All Cookies", you agree to terms that provides for a limitation of liability, disclaims warranties, and limits damages. This allocation represents an agreed allocation of the risks of these terms between the parties. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these Terms, and each of these provisions will apply even if the warranties in these Terms have failed of their essential purpose.

#### **9.4. Jurisdictional Limitations.**

**9.4.1.** Because some states and jurisdictions do not allow limitation of liability or caps on damages in certain instances, portions of the above limitation may not apply to you. In that event, such exclusions and limitations will apply to the maximum extent permitted by applicable mandatory law (and our liability will be limited or excluded as permitted under mandatory applicable law).

### **10. GENERAL**

**10.1. Third Party Content.** We may provide, or third parties may provide, links to other third-party websites, services, or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any third-party content to which links may be provided, and you hereby waive any claim you might have against us with respect to such services. DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE LOCATED OUTSIDE THE SITE OR POSTS OF USER CONTENT, EXCEPT TO THE EXTENT SUCH RESPONSIBILITY CANNOT BE LAWFULLY EXCLUDED UNDER APPLICABLE LAW. Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or links to third-party websites or resources on the Site.

**10.2. Relationship.** At all times, you and we are independent contractors, and are not the agents or representatives of the other. These Terms are not intended to create a joint venture, partnership, or franchise relationship between the parties. Non-parties do not benefit from and cannot enforce these Terms. There are no third-party beneficiaries to these Terms. You must not represent to anyone that you are an agent of ours or are otherwise authorized to bind or commit us in any way without our prior written authorization.

By clicking “Accept All Cookies”, you agree to

**10.3. Trade Restrictions.** ~~the storing of cookies on your device to enhance the information we supply you, and any other products, services, information, documentation, software, technology, site navigation, analyse site usage, and assist in technical data, and any derivatives thereof, that DocuSign makes available pursuant to these Terms (collectively “Excluded Data”) are subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories currently including, but not limited to, Cuba, the Crimea region of the Ukraine and Sudan, Iran, North Korea and Syria (“Trade Restrictions”). You represent and warrant that you are not: (i) located in an embargoed country or territory, (ii) under the control of an entity organized in or a resident of an embargoed country or territory, (iii) listed on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, including, but not limited to, OFAC’s List of Specially Designated Nationals and Other Blocked Persons, the U.S. State Department’s Nonproliferation Sanctions lists, the U.S. Commerce Department’s Entity List or Denied Persons List located at <https://www.trade.gov/consolidated-screening-list>; or (iv) subject to end destination export control regulations, such as, but not limited to, the U.S. Export Administration Regulations and U.S. Government EU Dual-Use Regulation EC 428/2009. You are solely responsible for complying with Trade Restrictions for all Excluded Data and any of its content transmitted through the Site. If we determine in our sole discretion that you are actually or likely to be in violation of any representation or warranty set out in this Section, we have the right to terminate your use of and/or access to the Site immediately with or without notice to you.~~

**10.4. Assignability.** Unless such restriction is prohibited under applicable law, you may not assign your rights or obligations under these Terms without our prior written consent. If consent is given, these Terms will bind your successors and assigns. Any attempt by you to transfer your rights, duties, or obligations under these Terms except as expressly provided in these Terms is void. We may freely assign our rights, duties, and obligations under these Terms at any time, with or without notice to you.

**10.5. Notices.** Except as otherwise permitted by these Terms, any notice required or permitted to be given will be effective only if it is in writing and sent using: (a) DocuSign Services; (b) certified or registered mail; or (c) insured courier, to the appropriate party at the address set forth in your registration information or on the Site for DocuSign, with a

copy, in the case of DocuSign, to legal@docsign.com. You or we may change our address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using DocuSign Services, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

**10.6. Force Majeure.** Except for any payment obligations, neither you nor we will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event. By clicking “Accept All Cookies”, you agree to, war, civil disturbance, action by governmental authority, strikes, lockouts, or other events beyond the party’s reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

**10.7. Mandatory Arbitration, Waiver of Class Actions. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THIS SECTION IS SUBJECT TO ANY APPLICABLE TERMS IN SECTION 11 (SUPPLEMENTAL TERMS IN CERTAIN COUNTRIES AND OTHER REGIONS)**

**10.7.1.** You agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 10.7 (Mandatory Arbitration, Waiver of Class Actions) is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before these Terms or any prior; and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property as provided in Section 10.7.10.

**10.7.2. Initial Dispute Resolution.** Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action you will contact us at legal@docsign.com and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to a DocuSign Services account). Except for intellectual property, you and we agree to use reasonable efforts to settle any dispute, claim, question, or disagreement directly through consultation with us, and good faith negotiations will be a condition to either party initiating a lawsuit or arbitration.

**10.7.3. Binding Arbitration.** If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision, then either party may initiate binding arbitration as the

sole means to resolve claims (except as provided below) subject to these Terms. Specifically, all claims arising out of or relating to these Terms, the parties' relationship with each other, and/or your use of the Site or information we supply will be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions.

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance

**10.7.4. Arbitrator's Powers.** The arbitrator and not any federal, state, or local court or agency, will have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration or the question of waiver by litigation conduct. The arbitrator will be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award will be written and will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

**10.7.5. Filing a Demand.** To start an arbitration, you must do the following: (a) Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com)); (b) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, California, 94111; and (c) send one copy of the Demand for Arbitration to us at: [legal@docusign.com](mailto:legal@docusign.com).

**10.7.6. Fees & Costs.** If your claim(s) total is less than US \$5,000.00, then: (a) you may choose whether your participation in the arbitration will be conducted on the basis of documents provided to the arbitrator, through a telephonic hearing or by an in-person hearing; (b) Docusign will reimburse your filing fees up to a maximum of US \$1,500.00 unless the arbitrator determines that your claims are frivolous; and (c) Docusign will not seek attorney's fees and costs, unless the arbitrator determines that your claims are frivolous. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

**10.7.7. No Jury Trial.** The parties understand that, absent this mandatory arbitration section, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

**10.7.8. Venue.** Arbitration will be initiated and take place in San Francisco, California, United States, and you and Docusign agree to submit to the personal jurisdiction of any

federal or state court in San Francisco, California in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

**10.7.9. Class Action Waiver.** The parties further agree that the arbitration will be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on behalf of others. By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyse site usage, and assist in our marketing efforts. BY CLICKING "ACCEPT ALL COOKIES", YOU AGREE TO THE STORING OF COOKIES ON YOUR DEVICE TO ENHANCE INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS ACTION WAIVER SET FORTH IN THIS PARAGRAPH IS VOID OR UNENFORCEABLE FOR ANY REASON OR THAT AN ARBITRATION CAN PROCEED ON A CLASS BASIS, THEN THE ARBITRATION PROVISIONS SET FORTH ABOVE WILL BE DEEMED NULL AND VOID IN THEIR ENTIRETY AND THE PARTIES WILL BE DEEMED TO HAVE NOT AGREED TO ARBITRATE DISPUTES.

**10.7.10. Exception: Litigation of Intellectual Property.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations, or claims arising from or relating to theft, piracy, or unauthorized use of intellectual property in any state, or federal court or other governing body or authority with lawful jurisdiction for such disputes, or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights).

**10.7.11. Survival.** This Mandatory Arbitration, Waiver of Class Actions section will survive any termination of your use of the Site or information we supply.

**10.8. Entire Terms.** These Terms, which include the language and paragraphs preceding Section 1, are the final, complete, and exclusive expression of the agreement between you and DocuSign regarding the DocuSign Services provided under these Terms. These Terms supersede and the parties disclaim any reliance on previous oral and written communications (including any confidentiality agreements pertaining to the Site (including the DocuSign Services) under these Terms) with respect to the subject matter hereof and apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. DocuSign hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by you and conditions assent solely based on these Terms and conditions of these Terms as offered by DocuSign. In the event of an inconsistency or conflict, the order of precedence in descending order of control is as follows: (a) the Subscription Plan; (b) any attachments or appendix(ices) to the Service

Schedule(s); (c) the applicable Service Schedule; and (d) section 11 (Supplemental Terms in Certain Countries and Other Regions), if applicable (e) these Terms.

**10.9. Governing Law & Venue.** These Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of California, U.S.A, without reference to its choice of law rules to the contrary. For purposes of determining the governing law, you and DocuSign agree that DocuSign is the proponent of these Terms. Notwithstanding your answer, By clicking "Accept All Cookies", you agree to arbitration, either party may seek any interim or preliminary injunction or other equitable relief from a competent jurisdiction in San Francisco, CA, as necessary to protect the party's rights of property pending the completion of arbitration. You and DocuSign submit to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Francisco, California, U.S.A.

**10.10. Language and Translations.** DocuSign may provide translations of these Terms or other terms or policies. Translations are provided for informational purposes and if there is an inconsistency or conflict between a translation and the English version, the English version will control, unless prohibited by applicable law.

**10.11. Waiver.** The waiver by either you or DocuSign of any breach of any provision of these Terms does not waive any other breach. The failure of any party to these Terms to insist on strict performance of any covenant or obligation in accordance with these Terms will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms.

**10.12. Severability.** If any part of these Terms is found to be illegal, unenforceable, or invalid, it will be deemed severed and the remaining portions of these Terms will remain in full force and effect. If any material limitation or restriction on the grant of any license to you under these Terms is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

**10.13. How to Contact Us.** If you have any questions about the Site or Terms, pricing, complaints, or other inquiries, please contact DocuSign at 221 Main Street, Suite 800, San Francisco, CA, 94105, United States, or by calling from the U.S. (800) 379-9973. California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**11. SUPPLEMENTAL TERMS IN CERTAIN COUNTRIES AND OTHER REGIONS.** If you reside in one of the following countries or regions, the below provisions also apply to you. To the extent there is a conflict between the provisions below and the provisions in the

main portion of the Terms above, the below provisions control to the extent of that conflict.

**11.1. California.** If you are a California resident, you hereby waive California Civil Code §1542, which says, "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." This release includes the criminal act

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyse site usage, and assist in our marketing efforts.

**11.2. Australia.**

**11.2.1.** Notwithstanding anything else in these Terms, our Site comes with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with Site, you are entitled to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value. If a failure with the Site does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to cancel the contract for DocuSign Services and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Site.

**11.2.2.** Our liability to you for a breach of any right remedy, implied or express term or condition, warranty or statutory guarantee, including under any applicable consumer protection laws and any applicable equivalent legislation or rules, the exclusion of which would contravene any statute or cause any part of these Terms to be void ("Non-excludable Condition"), including consumer guarantees under the Australian Consumer Law (other than a Non-excludable Condition that by law cannot be limited or if you establish that it is not fair and reasonable) is limited, at our option to any one of resupplying, replacing or repairing, or paying the cost of resupplying, replacing or repairing goods in respect of which the breach occurred, or supplying again or paying the cost of supplying again, services in respect of which the breach occurred.

**11.2.3.** The following terms will apply if you are obtaining DocuSign offerings in Australia, and you are either (a) a consumer (i.e., you will use the DocuSign offerings wholly or predominantly for personal, domestic or household use or consumption); or (b) a small business (meaning you have less than 100 employees or less than AU\$10 million turnover in the last income year):

i. If DocuSign revises, changes, amends, alters or provides additional terms to these Terms, for any reason, during your Subscription Term that will have an adverse effect on you or your use of the DocuSign offerings, you will be provided reasonable advance notice of such changes, and upon such notice you will have the right to terminate your Subscription Term effective from the date the changes come into effect with no further fees payable

to Docusign. Upon terminating in accordance with this clause, Docusign will refund you any fees already paid for services not used following the effective date of termination;

ii. If you purchase a subscription plan that is longer than a month, you will receive advance notice of renewal of your Subscription Plan no less than thirty (30) calendar days before the end of your Subscription Term and you may cancel your Subscription Plan or terminate your Account at least five (5) business days in advance of the then-current term to prevent the automatic re

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the storing of cookies on your device to enhance

iii. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, YOU WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO US FOR ANY, CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, GOODWILL, WORK STOPPAGE, LOST PROFITS, OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES, AND WHETHER SUCH CLAIMS ARE MADE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

iv. YOUR TOTAL LIABILITY TO US FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR TO YOUR USE OF THE SITE (INCLUDING DOCUSIGN SERVICES), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO DOCUSIGN FOR THE DOCUSIGN SERVICE(S) GIVING RISE TO THE CLAIM UNDER THESE TERMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY, OR \$100, WHICHEVER IS GREATER. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THIS SECTION WILL NOT APPLY IN THE EVENT THAT PERSONAL INJURY OR DEATH HAVE BEEN CAUSED INTENTIONALLY BY YOU OR BY YOUR GROSS NEGLIGENCE, TO YOUR OBLIGATION TO PAY FEES, TO LIABILITY ARISING FROM A BREACH OF SECTION 3 (Restrictions on use of Site) OR TO YOUR OBLIGATION TO INDEMNIFY US UNDER SECTION 8.1(c).

v. Your obligation to indemnify any person (including under section 8, Indemnification Obligations) or to pay any damages under this Agreement will not apply to the extent the liability was caused or contributed to by the acts or omissions of Docusign. Notwithstanding section 8.2 we will not settle, compromise or pay any amount under a third party claim for which you are required to indemnify us without your prior consent (which must not be unreasonably withheld).

vi. Docusign will indemnify you and your Affiliates and each of their respective employees, directors, agents, and representatives ("Indemnified Parties") from, and defend the

Indemnified Parties against, any actual or threatened third-party claim, or legal action or administrative agency action or proceeding (“Claim”) to the extent arising from or related to: (a) any alleged infringement of any third-party intellectual property rights by your use of the DocuSign offerings in accordance with these Terms; You will give DocuSign prompt written notice of a Claim and provide reasonable assistance with its defense. DocuSign will have sole authority to defend or settle a Claim at its expense, provided any such settlement does not impose ongoing obligations on the Indemnified Parties. The indemnity does not apply to the extent it the claim was caused or contributed to by you.

By clicking “Accept All Cookies”, you agree to the storing of cookies on your device to enhance site navigation, analyse site usage, and assist in our marketing efforts.

vii. Section 10.7 (Mandatory Arbitration, Waiver of Class Actions) will not apply to you; and

viii. If DocuSign assigns any of its rights, responsibilities or obligations under these Terms in accordance with Section 10.4 and such assignment will have an adverse effect on you or your use of the DocuSign offerings, you may terminate your Subscription Plan effective from the date the assignment comes into effect with no further fees payable to DocuSign. Upon terminating in accordance with this clause, DocuSign will refund you any fees already paid for services not used following the effective date of termination.

**11.3. Austria.** If you are domiciled in Austria, DocuSign will be fully liable for intentional and gross negligence, as well as for any damages arising from injury to life, body or health caused by DocuSign. In the case of liability for slight negligence, DocuSign will be liable only for breach of a material obligation (“Cardinal Duty”) and any such liability will be limited to typical, foreseeable damages and will not include liability for lack of economic results, loss of profit, or indirect damages. A Cardinal Duty in the meaning of this Section is an obligation, the fulfillment of which is essential to the performance of these Terms and on the fulfillment of which the contracting party may therefore rely. If you are a consumer, nothing in these Terms affects your rights under mandatory Austrian law and these Terms will be interpreted, construed, and enforced in all respects in compliance with mandatory consumer protection laws of Austria. Notwithstanding Section 10.7 (Mandatory Arbitration, Waiver of Class Actions) and Section 10.9 (Governing Law & Venue) above, if you are a consumer, you may submit a claim to enforce your rights under these Terms to the competent courts in Austria. The offering of DocuSign Services is limited to businesses only. If you are a consumer in the sense of the Consumer Protection Act (“KSchG”), you must not enter an agreement with DocuSign for the DocuSign Services.

**11.4. Belgium.** If you are domiciled in Belgium, except in cases of intentional or gross negligence (including by its employees or agents), or of breach of essential obligations under the contract in the absence of force majeure, DocuSign will not be liable to you for any damages arising out of or related to any transactions or uses of the Services contemplated under these Terms. Notwithstanding Section 10.4 (Assignability), you will

have the right to assign your rights or obligations under these Terms subject to you providing 30-day prior written notice to Docusign.

**11.5. Brazil.** If you are domiciled in Brazil, you may terminate your Account at any time within seven (7) days of the execution of these Terms or your receipt of the Docusign Services under your Subscription Plan, whichever is later. Section 4.6.4 (Termination by Customer) notwithstanding, if you terminate your Account within such a 7-day period, Docusign will promptly re~~lease~~ By clicking “Accept All Cookies”, you agree to~~you for such~~ Docusign Services. The fees, including~~such fees will not vary for the duration of the~~ the storing of cookies on your device to enhance~~option~~ site navigation, analyse site usage, and assist in~~our marketing efforts.~~ set forth at the time of purchase~~and such fees will not vary for the duration of the~~ Subscription Term except upon mutual written agreement by you and Docusign. Notwithstanding Section 10.4 (Assignability), Docusign may not assign its rights, duties or obligations under these Terms without obtaining prior written consent from you. Notwithstanding Section 10.7 (Mandatory Arbitration, Waiver of Class Actions) and Section 10.9 (Governing Law & Venue) above, if you are a consumer, you may submit a claim to enforce your rights under these Terms to the competent courts in Brazil.

**11.6. France.** If you are domiciled in France, the following provisions will apply:

**11.6.1. Liability.** We shall be fully liable for intentional and gross negligence, as well as for any damages arising from injury to life, body or health caused by us. If you are a consumer, nothing in these Terms affects your rights under mandatory French law and these Terms will be interpreted, construed, and enforced in all respects in compliance with mandatory consumer protection laws of France.

**11.6.2. Right of withdrawal.** If you are a consumer domiciled in France, you have a right of withdrawal for fourteen (14) days from the conclusion of the contract, without having to give reasons for your decision or incur costs other than those provided for in articles L. 221-23 to L. 221-25 of the French Consumer Code.

To exercise your right of withdrawal, please send to Docusign by contacting customer support: <https://support.docusign.com/>, the withdrawal form provided below.

### **Withdrawal Form**

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To the attention of Docusign,

I hereby notify you of my withdrawal from the contract for the provision of the services below:

Ordered on /received on :

Name of consumer(s) :

Address of consumer(s) :

Signature of the consumer(s) (only in the case of notification of this form on paper) :

Date :

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyse site usage, and assist in our marketing efforts.

**11.6.3. Warranty of conformity.** DocuSign warrants the conformity of the Services with the contract, enabling you to make a claim under the legal warranty of conformity provided for in articles L. 217-11 and following of the French Consumer Code or the warranty against hidden defects in the item sold within the meaning of articles 1641 and following of the French Civil Code. This warranty covers any lack of conformity or latent defects resulting from a design or production fault in the Services ordered in accordance with these Terms and Conditions. You must notify DocuSign of any defects and/or lack of conformity within a maximum period of 2 years from the time of delivery of the Services. Any defects and/or faults found will give rise to rectification or reimbursement, within a maximum period of 30 days. DocuSign's warranty is limited to the reimbursement of Services actually paid for by you and the DocuSign may not be considered responsible for or in default for any delay or non-performance resulting from the occurrence of a case of force majeure.

**11.6.4. Mediation and disputes.** You may have recourse to conventional mediation, with the Consumer Mediation Commission or existing sectoral mediation bodies, or to any alternative dispute resolution method (conciliation, for example) in the event of a dispute, in accordance with Articles L611-1 and following of the French Consumer Code.

Notwithstanding Section 10.7 and Section 10.9 above, if you are a consumer, you may submit a claim to enforce your rights under these Terms to the competent courts in France.

**11.6.5. After-Sales Service and Complaints.** For any complaint, you can contact the customer support: <https://support.docusign.com>. DocuSign will make reasonable efforts to respond to any complaint within 3 business days.

**11.7. Germany.** If you are habitually residing in Germany, the following provisions will apply:

**11.7.1. EU Consumer law.** As a consumer habitually residing in a EU Member State, you can choose to bring legal proceedings in respect of these Terms in the EU member state in which you are domiciled or in another EU member state, but if we bring legal proceedings,

we may only do so in the EU member state in which you are domiciled. As a consumer, if you are habitually residing in the European Union, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of local law. The contractual language is German.

**11.7.2. Liability.** Section 9 (Limitation of Liability) is deleted in its entirety and replaced with the following: If you are a consumer, By clicking "Accept All Cookies", you agree to be liable for intentional and gross negligence, as well as for damages resulting from the storing of cookies on your device to enhance site navigation, analyse site usage, and assist in our marketing efforts. Docusign will be liable only for breach of a material obligation ("Cardinal Duty") and any such liability will be limited to typical, foreseeable damages and will not include liability for lack of economic results, loss of profit, or indirect damages. A Cardinal Duty in the meaning of this Section is an obligation, the fulfilment of which is essential to the performance of these Terms and on the fulfilment of which the contracting party may therefore rely. The abovementioned exclusions of liability do not apply in case of damage of life, body and health, if a defect has been fraudulently concealed or in case of a guarantee of quality. The liability pursuant to the German Product Liability Act remains unaffected. Otherwise, liability is excluded. If you are a consumer, nothing in these Terms affects your rights under mandatory German law and these Terms will be interpreted, construed, and enforced in all respects in compliance with mandatory consumer protection laws of Germany. Notwithstanding Section 10.7 (Mandatory Arbitration, Waiver of Class Actions) and Section 10.9 (Governing Law & Venue) above, if you are a consumer, you may submit a claim to enforce your rights under these Terms to the competent courts in Germany.

**11.7.3. Right of withdrawal.**

Cancellation policy

Right of withdrawal

You have the right to withdraw from this contract within fourteen (14) days without giving any reason.

The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must inform us (name, address, telephone number and e-mail address) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You can use the attached sample withdrawal form, but this is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

## Consequences of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment By clicking "Accept All Cookies", you agree to consent that you used for the original transaction, the storing of cookies on your device to enhance, under no circumstances will you be charged a fee for this repayment.

If you have requested that the services should begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

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## Sample withdrawal form

(If you wish to withdraw from the contract, please complete this form and return it to us by contacting customer support <https://support.docusign.com/>).

- To the attention of Docusign,
- I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)
- Ordered on (\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for notification on paper)
- Date

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(\*) Delete as appropriate.

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## Exclusion of the right of withdrawal

The right of withdrawal expires if we have provided the chargeable service in full and have only begun to provide the service after you have given your express consent and at the same time confirmed that you are aware that you will lose your right of withdrawal if we have fully performed the contract.

#### End of withdrawal policy

**11.7.4. Update of terms.** Section 12 (Updates) and section 4.6.3 are deleted in its entirety and replaced with the following: By clicking “Accept All Cookies”, you agree to the storing of cookies on your device to enhance site navigation, analyse site usage, and assist in our marketing efforts. Amendments will be offered to you in text form at least two (2) months before their proposed effective date of the amendment via the email address registered with Docusign.

Amendments proposed by Docusign will only become effective if you accept them. In certain limited cases, the acceptance of the amendment proposed by Docusign can be assumed, whereas your silence shall only be deemed as acceptance of the amendment offer (so called “Fictitious Acceptance”), if and to the extent (a) you do not object to the amendment proposed by Docusign within two (2) months after receipt of the amendment offer, or (b) the amendment offer by Docusign is only made to restore the conformity of the contractual provisions with a changed legal situation, because a provision of these terms has been changed due to one of the following reasons: (i) it no longer corresponds to the legal situation due to a change in the law, including directly applicable legal provisions of the European Union, or (ii) it becomes ineffective or may no longer be used due to a final court decision, including a court of first instance, or (iii) it contradicts a binding order of an authority competent for Docusign. In these cases, Docusign will inform you of the consequences of a silence.

A Fictitious Acceptance does not apply to changes in price, changes to main performance obligations, changes which would amount to the conclusion of a new contract, and which significantly shift the previously agreed contractual relationship between you and Docusign in Docusign’s favour. In such cases, Docusign shall obtain your consent by other means.

**11.7.5 Indemnification.** Section 8.1 (Indemnification) is deleted in its entirety and replaced with the following: You agree to indemnify and hold harmless Docusign and its business partners, and its and their officers, directors, employees, representatives and affiliates (the “Indemnified Parties”), from and against any and all claims, liabilities, damages, losses, fines, and expenses (including reasonable legal and other professional fees and costs) arising from or in any way related to (a) your culpable use of Docusign’s services and systems, including Docusign Services in a manner not authorized by these terms; (b) your (or anyone using your access to Docusign Services) culpable breach of these terms or

applicable law; (c) your negligence or wilful misconduct; (d) any dispute between you and a third party, including any merchant or financial institutions, arisen due to your culpable actions; or (e) your culpable violation of any third party's rights, including any intellectual property rights.

**11.7.6. Warranty.** Notwithstanding section 7 (Warranties and Disclaimers), your statutory warranty rights for defects in the DocuSign Services shall remain unaffected; any claims for damages will be subject to the terms of these Terms. By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance

**11.7.7. Term and Termination.** These Terms, including any addendum, supplement, or amendment, shall remain unaffected as well any statutory rights our marketing efforts. You may terminate these Terms at any time and/or rescind from a contract.

**11.7.8. Tax Responsibility.** The prices stated at the time of ordering for the services of DocuSign are gross prices and include VAT and other price components.

**11.7.9. Alternative Dispute Resolution.** Information on online dispute resolution: The European Commission provides a platform for online dispute resolution, which can be found at <http://ec.europa.eu/consumers/odr/>. We are neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration boards.

**11.8. India.** If you are domiciled in India, and notwithstanding Section 10.4 (Assignability), DocuSign may not assign its rights, duties or obligations under these Terms without obtaining prior written consent from you. If you are a consumer under the Consumer Protection Act, nothing in these Terms affects your rights under mandatory Indian law and these Terms will be interpreted, construed, and enforced in all respects in compliance with mandatory consumer protection laws of India.

**11.9. Italy.** If you are domiciled in Italy, you may terminate your Account at any time, without reason, within fourteen (14) days of your receipt of the DocuSign Services under your Subscription Plan ("Cooling-Off Period") by notifying us at

<https://support.docusign.com>. Section 4.6.4 (Termination by Customer) notwithstanding, if you terminate your Account within such Cooling-Off Period, DocuSign will promptly, and in no event later than fourteen (14) days after your notice of cancellation, refund any amounts paid to DocuSign by you for such DocuSign Services. You have a legal guarantee, Section 7 (Warranties and Disclaimers) notwithstanding, that if any DocuSign Services are defective or non-compliant with these Terms or any associate documentation provided, DocuSign will provide a reasonable resolution to such defect or non-compliance within a reasonable time period and at no additional cost to you. If no such resolution is feasible, then you may terminate these Terms and DocuSign will refund you the entire purchase price of your Subscription Plan. Notwithstanding Section 10.7 (Mandatory Arbitration, Waiver of Class Actions) and Section 10.9 (Governing Law & Venue) above, if you are a

consumer, you may submit a claim to enforce your rights under these Terms to the [EU Dispute Resolution Platform](#).

**11.10. Malaysia.** If you are domiciled in Malaysia, certain limitations on liability for breach of contract and damages arising out of negligence may not apply.

**11.11. Mexico.** If you are domiciled in Mexico, and a consumer under the Federal Consumer Protection Law (“FCPL”), nothing in these Terms affects your rights under mandatory Mexican law and these Terms will be interpreted, applied and enforced in all respects in compliance with mandatory arbitration rules. Notwithstanding Section 10.7 (Mandatory Arbitration, Waiver of Class Actions) and Section 10.9 (Governing Law & Venue) above, you may submit a claim to enforce your rights under these Terms to the competent courts in Mexico.

**11.12. Singapore.** If you are domiciled in Singapore, certain limitations on liability for breach of contract, and damages arising out of negligence, may not apply. If you are a consumer under the Consumer Protection (Fair Trading) Act (“CPFTA”), notwithstanding Section 10.7 (Mandatory Arbitration, Waiver of Class Actions) and Section 10.9 (Governing Law & Venue) above you may submit a claim to enforce your rights under these Terms to the courts of Singapore and/or mediate through official Singaporean mediation bodies.

**11.13. Spain.** If you are domiciled in Spain, you may terminate your Account at any time, without reason, within fourteen (14) days of your receipt of the Docusign Services under your Subscription Plan (“Cooling-Off Period”) by notifying us at <https://support.docusign.com>. Section 4.6.4 (Termination by Customer) notwithstanding, if you terminate your Account within such Cooling-Off Period, Docusign will promptly, and in no event later than fourteen (14) days after your notice of cancellation, refund any amounts paid to Docusign by you for such Docusign Services. You have a legal guarantee, Section 7 (Warranties and Disclaimers) notwithstanding, that if any Docusign Services are defective or non-compliant with these Terms or any associate documentation provided, Docusign will provide a reasonable resolution to such defect or non-compliance within a reasonable time period and at no additional cost to you. If no such resolution is feasible, then you may terminate these Terms and Docusign will refund you the entire purchase price of your Subscription Plan. Notwithstanding Section 10.7 (Mandatory Arbitration, Waiver of Class Actions) and Section 10.9 (Governing Law & Venue) above, if you are a consumer, you may submit a claim to enforce your rights under these Terms to the [EU Dispute Resolution Platform](#).

**11.14. Taiwan.** If you are domiciled in Taiwan, and you are a consumer under the Consumer Protection Act (“CPA”), then Article 19 of the CPA does not apply to your purchase and/or use of Docusign Services.

**11.15. The Netherlands.** If you are domiciled in the Netherlands, you may terminate your Account at any time, without reason, within fourteen (14) days of your receipt of the Docusign Services under your Subscription Plan (“Cooling-Off Period”) by notifying us at <https://support.docusign.com>. Section 4.6.4 (Termination by Customer) notwithstanding, if you terminate your Account within such Cooling-Off Period, Docusign will promptly, and in no event later than fourteen (14) days after your notice of cancellation, refund any amounts paid to Docusign by you for such Docusign Services. You have a legal guarantee, Section 7 (Warranties and Disclosures). Notwithstanding, any Docusign Services are defective or non-compliant with these Terms or any associate documentation provided, Docusign will provide a reasonable resolution to such defect or non-compliance within a reasonable time period and at no additional cost to you. If no such resolution is feasible, then you may terminate these Terms and Docusign will refund you the entire purchase price of your Subscription Plan. Notwithstanding Section 10.4 (Assignability), Docusign may not assign its rights, duties or obligations under these Terms without obtaining prior written consent from you; provided, however, if Docusign undertakes such assignment to a third party without obtaining your consent, you have the right to terminate these Terms. Notwithstanding Section 10.7 (Mandatory Arbitration, Waiver of Class Actions) and Section 10.9 (Governing Law & Venue) above, if you are a consumer, you may submit a claim to enforce your rights under these Terms to the [EU Dispute Resolution Platform](#).

**11.16. The Philippines.** If you are domiciled in the Philippines and you are a consumer under the Consumer Act of the Philippines, nothing in these Terms affects your rights under mandatory Philippines law and these Terms will be interpreted, construed, and enforced in all respects in compliance with mandatory consumer protection laws of the Philippines.

**11.17. UK.** If you are a consumer (i.e., an individual acting for purposes that are wholly or mainly outside your trade, business, craft or profession) who is habitually resident in the UK, then this Section 11.17 applies to you.

**11.17.1. Updates.** If Docusign revises, changes, amends, alters or provides additional terms to these Terms, for any reason, during your Subscription Term that will have an adverse effect on you or your use of the Docusign offerings, you will be provided reasonable advance notice of such changes, and upon such notice you will have the right to terminate your Subscription Term effective from the date the changes come into effect with no further fees payable to Docusign. Upon terminating in accordance with this clause, Docusign will refund you any fees already paid for services not used following the effective date of termination.

**11.17.2. Cancellation rights.** If you have purchased a Docusign Service or Subscription Plan, you have a right to cancel the contract within fourteen (14) days from the day after contract conclusion. If you wish to access the Docusign Services or Subscription Plan

during the cancellation period then you may do so but you expressly agree that we may begin to supply the Docusign Services or Subscription Plan to you during the cancellation period and you acknowledge that, once the contract has been fully performed by Docusign, your right to cancel the contract under this clause will be lost and you are not entitled to any refund under those cancellation rights. To exercise the right to cancel, you must inform us of your decision to cancel the contract by making a clear statement. To meet the cancellation deadline, you must send your cancellation request before the cancellation period has expired. If you cancel under this section, we will reimburse all payments received from you except we will only reimburse you for any portion of the services not performed prior to you notifying us of your intention to cancel. We will reimburse you without undue delay, and no later than 14 days after your cancellation request and using the same means of payment as you used for the initial transaction. You will not incur any additional fees in connection with cancellation under this section.

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**11.17.3. Refunds.** The first sentence of Section 4.4.5 (No Refunds) does not apply to the extent you have a refund right for Docusign Services that are not provided in conformity with these Terms or otherwise under applicable consumer protection law (such as under Section 11.17.2 or 11.17.4).

**11.17.4. Statutory Warranties.** Nothing in these Terms affects your statutory rights as a consumer, including to receive services that are performed with reasonable skill and care. Section 7 (Warranties and Disclaimers) is expressly subject to this Section.

**11.17.5. Liability.** Section 9.1. (Disclaimer of Consequential Damages), Section 9.2 (Cap on Damages) and Section 4.6.7 (Specific Cap on Damages) shall be deleted and replaced as follows:

- (i) Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any matter in respect of which it would be unlawful for us to exclude or restrict our liability.
- (ii) Save as set out in Section 11.17.5(i), if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that the contract between you and us became binding.
- (iii) We only supply the Docusign Services and Subscription Plans to consumers for domestic and private use. You agree not to use the Docusign Services and Subscription Plans for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

(iv) Save as set out in Section 11.17.5(ii), our maximum liability to you under these Terms will be limited to £100.

#### APPLICATIONS

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