



ePen eSIGNATURE TERMS AND CONDITIONS

Effective: 5/1/2025

1. Legal Effect of Electronic Signatures

By selecting “Start,” you affirmatively agree to use electronic signatures and acknowledge that your electronic signature is as legally binding as a handwritten signature. This agreement complies with:

- The Electronic Signatures in Global and National Commerce Act (“E-SIGN”), 15 U.S.C. § 7001 et seq.
- The Uniform Electronic Transactions Act (“UETA”), as adopted by applicable state law.
- The Government Paperwork Elimination Act (“GPEA”), where applicable.

2. Consent to Conduct Business Electronically

You consent to:

- Enter into agreements and receive documents electronically.
- The use of electronic signatures in lieu of handwritten signatures.
- The retention and delivery of electronic records.

You have the right to withdraw consent or request a paper copy of any electronically signed document at any time. To do so, please contact:

Email: [Insert Contact Email]

Mail: ePen, 2 Maryland Farms , Suite 320, Brentwood, TN 37027

3. Hardware and Software Requirements

To access and retain documents electronically, you will need:

- A device with internet access and a modern web browser.
- A PDF reader or software capable of displaying PDF files.
- An email address to receive confirmations or copies of signed documents.

4. Intent and Attribution

Your selection of “Start Signing” and application of an electronic signature constitutes a clear and affirmative action indicating:

- Your intent to sign the document.
- Your consent to conduct transactions electronically.

Your identity is authenticated via [Insert method: e.g., email verification, secure login, multi-factor authentication]. Your signature is attributable to you through metadata including IP address, timestamp, and device identifiers.

5. Record Retention and Access

All electronically signed documents are:

- Stored securely with metadata such as signer ID, timestamps, and action logs.
- Accessible in a durable, standard format (e.g., PDF).
- Retained according to applicable statute of limitations and internal compliance policy.

You may request copies at any time.

6. Security and Integrity

ePen employs:

- Encryption during transmission and storage.
- Tamper-evident technologies to protect documents from unauthorized alterations.
- Audit trails to ensure the integrity of all signature events.

The ePen platform aligns with security frameworks such as ISO 27001 and NIST 800-53, where applicable.

7. State-Specific Exceptions

Some documents (e.g., wills, trusts, real estate deeds) may be excluded from electronic execution under state law. ePen does not offer e-signature functionality for these types of documents unless otherwise stated.

Please consult your legal advisor if you are unsure whether your document qualifies for electronic execution.

8. Audit Trails and Compliance Evidence

To ensure compliance and legal admissibility:

- All signing events are logged (viewing, authentication, consent, signing).
- Records include timestamped actions, IP addresses, and signer consent.
- Detailed audit trails can be produced to validate the execution process in court, if necessary.

9. Modification and Termination

ePen reserves the right to update or modify these Terms. You will be notified of material changes before they take effect.

Short Form (for Proximate Use During Signing)

By selecting “Start,” you agree to use electronic signatures and confirm that your signature on this document is legally binding, just as if signed on paper. This agreement is made in accordance with E-SIGN, UETA, and, if applicable, GPEA. You have the right to receive a paper copy of this document and may withdraw consent to sign electronically at any time by contacting us at 771-210-4000.