

Privacy Notice and Terms of Use for SignDoc Mobile for iOS*

By installing or using SignDoc Mobile You agree to the following terms (hereinafter the “**Terms**”). The Terms address data protection aspects as well as the usage of SignDoc Mobile and accessing the functionality of SignDoc Web (SignDoc Mobile and SignDoc Web hereinafter collectively referred to as the “**Application**”) including conditions and limitations of the usage.

Solely responsible: Kofax Deutschland AG

Please note that the Terms only apply to and define the legal relationship between You and Kofax Deutschland AG, Wentzingerstrasse 19, 79106 Freiburg im Breisgau, Germany, eula@softpro.de (hereinafter “**KOFAX**”) regarding the usage of the Application and not between You and Apple Inc. (hereinafter “**Apple**”); KOFAX is solely responsible for the Application and the content thereof. Apple is not responsible for addressing any of Your claims or of any third party relating to SignDoc Mobile or Your possession and/or use of the Application, including, but not limited to product liability claims, any claim that the Application fails to conform to any applicable legal or regulatory requirement and claims arising under consumer protection or similar legislation. Moreover does Apple have no obligation whatsoever to furnish any maintenance and support services with respect to the Application. Apple is not responsible for the investigation, defense, settlement and discharge of any intellectual property infringement claim. Please contact KOFAX regarding all aspects of the Application by using the above listed contact details.

Privacy Notice

In connection with the use of the Application KOFAX is responsible as defined by the data protection act.

It is necessary for the use of the Application that certain information is sent to a server located in the European Union. That server may be operated by a contractual partner of KOFAX.

Depending on use, the technically necessary information consists of: PDF files, the entries in fields, the data of a registered signature, the data of a recorded image and/or location data.

That information, such as the PDF file, is only processed on the server during the processing period and automatically deleted afterwards. The information is also saved in the PDF file and thereafter protected according to the PDF standard or encrypted. Neither KOFAX nor third parties access the information during processing.

In addition, device ID, device specifications, access time and/or IP addresses can be collected and used in the context of an error message for error analyses and the improvement and further development of the Application. For that purpose, the information is saved in a server log protected against access by third parties, which is deleted at regular intervals. Other information is not recorded by the Application.

The described recording and use of information is approved by the installation and the use of the Application. After revocation of the approval the information saved for error analysis is deleted in turn and an Application is set accordingly. Please take note that the use of the Application is not possible without the described recording and use of information.

If the user provides further information in connection with an error message, it will also only be used for the purpose described above and within the framework of the legal regulations of KOFAX.

Unlawful transfer of information to third parties does not occur, and, in particular, KOFAX does not sell data.

Despite all the latest technological and organisational security measures, unlawful access to information by third parties cannot be completely excluded. We would like to point out in particular that, although the transfer of information occurs via a secure https connection, wireless and wired networks are not secure in certain circumstances. This applies in particular to public or insufficiently protected networks. KOFAX cannot accept liability for those and other security risks.

Terms of Use

The following terms apply to the usage of the Application.

Mandatory Prerequisite for Granting Rights of Use

Prerequisite for granting rights of use regarding the Application is Your compliance with the following criteria. You represent and warrant that You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and You represent and warrant that You are not listed on any U.S. Government list of prohibited or restricted parties. In case You do not fulfill these prerequisites You are not allowed to use the Application.

Granting and Scope of Rights of Use

Provided that You are in compliance with the above mentioned requirements, KOFAX grants You, free of charge, a non-exclusive, non-transferrable and temporary right to use the Application for Your personal and non-commercial use on Your iOS* product.

Therefore, the granted right of use does not include (a) to modify, publish or copy, (b) to commercialize, use commercially or in any other way exploit commercially (including but not limited to distribute, sell, rent or lease) or (c) to make available to any third party (including but not limited to (sub) license or lend) the Application or any information or software associated with the Application.

You must comply with all applicable laws rules (e.g. import and export laws) and with all applicable third party terms of agreement (e.g. those of Your internet provider, Apple’s App Store* Terms of Service) when using the Application. Please note that the Apple’s App Store* Terms of Service remain valid.

You may not use the Application in any way that could impair the Application or a third party’s use the Application in any way. This applies especially to the forbidden transmission of computer viruses, “Trojans” or other malware.

The right of use does expressly not include to download or export or re-export the Application or its underlying technology: (a) into (or to a resident or national of) Cuba, Iraq, Iran, Libya, North Korea, Syria or any other country subject to United States embargo; (b) to anyone on the US Treasury Department’s list of Specially Designated Nationals or on the US Commerce Department’s Denied Party or Entity List; and (c) You are not allowed to export or re-export SignDoc Mobile to any prohibited country, person, end-user or entity specified by US Export Laws.

The conditions and restrictions listed in these terms of use apply accordingly as well as to updates and new versions of the Application.

In the event that You have activated fee-based functions of the Application, KOFAX grants You, under the same requirements and limitations mentioned above, for the term of the activation a non-exclusive, non-transferrable and temporary right to use the fee-based functions for Your personal and non-commercial use on Your iOS* product.

Activation and Cancellation of Fee-based Functions

The activation of fee-based functions offered in the Application as well as the cancellation of same follow the rules of the App Store* regarding In-App subscriptions. Therefore, e.g. at confirmation of the activation the applicable payment will be charged to Your iTunes account.

The activation will automatically renew for the applicable time period You have selected initially, and Your iTunes account will be charged no more than 24-hours prior to the expiration of the current period.

You may cancel automatic renewal of the activation by selecting "Manage App Subscriptions" in Your account and selecting the "subscription" for the Application at least 24-hours before the end of the current period. In this event the activation will terminate at the end of the current period and will not be extended. To cancel a current period is not possible.

The auto-renewal of the activation will be turned off if the price of the activation is being increased.

In the event that KOFAX cancels the fee-based functions the activation will terminate at the end of the current period as well.

Please note that suspending the use of or uninstalling the Application does not cancel the auto-renewing activation, as the activation is associated with Your iTunes account!

Copyright and Intellectual Property

The Application and its components are legally protected and intellectual property of KOFAX or of third parties. The legal protection is comprehensive and is based on copyright, patent, trademark, unfair competition law and/or other proprietary rights and extends to all related legal positions.

Based on this comprehensive protection and Your limited right of use You may not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble or otherwise attempt to derive source code from the Application or its components unless the applicable law entitles You to do so (e.g. §§ 69d, 69e, 69g UrhG).

Moreover You will not remove, obscure or alter copyright notices, trademarks or other proprietary rights notices of KOFAX or third parties affixed to, contained within or accessed in conjunction with or by the Application.

As the PDF-files transmitted by You will be modified when using the Application, You represent and warrant that You have the necessary rights with view to the PDF-file and to possibly transmitted pictures.

As portions of the Application are based on so called "Open Source Software" we refer to the copyright notices and the relating licenses in the about-box of SignDoc Mobile.

**"IOS" is a registered trademark or trademark of Cisco Systems, Inc. and/or its affiliates in the United States and certain other countries. "App Store" is a service mark of Apple Inc.*

Warranty

As KOFAX grants You the above described rights of use free of charge the warranty for material and legal defects is excluded. This does not apply where KOFAX has fraudulently concealed a defect.

In the event that the fee-based and purchased functions are defective You may contact Apple directly so that Apple may refund to You the respective payment or portions of it; to the maximum extent permitted by applicable law Apple or KOFAX do not have any further warranty or other obligations

KOFAX does not give a representation or warranty that the Application is of a certain quality (including but not limited to fitness for a particular purpose, legality of a PDF-file signed by using the Application or of exemplary documents included in the Application); You receive the Application and the rights of use "as is" and You download and use the Application at Your own discretion and risk.

The exemplary documents included in the Application shall serve only for illustrative purposes so as to demonstrate fields of application and applicability. KOFAX does not give a representation in this regard, for example but not limited to their legally effectiveness or their accuracy.

KOFAX does not give a representation or warranty with view to the availability, accessibility and performance of the server necessary to use SignDoc Mobile

Maintenance of the Application

KOFAX is free in its discretion to improve or modify the Application possibly effecting the Application including but not limited to its functionality or user interface. You have no rights to claim improvements or modifications.

Limitation of Liability

KOFAX and its vicarious agents (including but not limited to legal representatives, officers and employees) are only liable for damages caused by willful or grossly negligent conduct; all other liability is excluded. This exclusion does not apply to any mandatory liability imposed by applicable law (e.g. product liability law) and for culpably caused injuries of life, body, health or for culpable breaches of a substantial contractual duty. Substantial contractual duties are duties the fulfillment whereof is subject to the due execution of the agreement and the observance of which the other party relies on and may rely on regularly.

Please note that backups of Your data on a regular basis may limit or even prevent damages in case of data loss. Further we advise You that by uninstalling SignDoc Mobile all PDF-files saved with the Application will be deleted! To avoid this You need to back up Your data before uninstalling SignDoc Mobile.

Indemnification

You will indemnify and hold harmless KOFAX, its officers, directors, employees and vicarious agents, from any claim made by any third party due to or arising directly or indirectly out of Your conduct or in connection with Your use of the Application, any violation of the Terms, and any violation of any applicable law or regulation. This does not apply if You are not responsible for the violation.

KOFAX reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by You, but doing so will not excuse Your indemnity obligations.

Violation of Terms of Use – Termination of Rights of Use

By violating the Terms of Use Your timely limited right to use the Application terminates automatically and with immediate effect.

KOFAX may at any time terminate Your timely limited right of use. This does not apply where the only possible purpose of exercising this right consists in causing damage to You or violates the principle of good faith. In case You have provided KOFAX with Your contact details for usage of the Application KOFAX will inform You before terminating Your right of use.

Your right of use terminates as well in case You sell Your iOS* product.

Has Your right of use been terminated, You are obliged to stop using the Application and to uninstall and delete SignDoc Mobile from Your iOS* product. **!! Please note that by uninstalling SignDoc Mobile all PDF-files saved with the Application will be deleted !!** Therefore You should do a backup. For the necessary steps of uninstalling please consult the manual of Your iOS* product.

You may terminate Your right to use by uninstalling and deleting the Application.

Please note that suspending the use of or uninstalling the Application does not cancel any auto-renewing activation, as such activation is associated with Your iTunes account! Please see section **“Activation and Cancellation of Fee-based Functions”** for details.

Adjustment of Terms

KOFAX reserves the right to adjust the Terms. Adjustments become effective when KOFAX has informed You about the scope of adjustments and You keep using SignDoc Mobile despite the so adjusted Terms.

Third Party Beneficiary

Apple and Apple's subsidiaries are third party beneficiaries of these Terms; upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third party beneficiary thereof.

Severability

If any provision of these Terms is or will be held invalid or is incomplete, the other provisions remain unaffected. The invalid or incomplete provision shall be replaced by the corresponding provision of the Usage Rules of the App Store* Terms of Service. If this is not possible the replacement shall take place with a legally effective provision which comes as close as possible to the intent and content of the invalid or incomplete provision. In case this is not possible the respective legal provision shall apply.

Governing Law and Place of Jurisdiction

These Terms and related legal positions shall be governed by and subject to German law; the United Nations Conventions on the International Sale of Goods shall not be applicable. In case You have the status as a merchant, are a public law legal personality, a public law separate fund or are without jurisdiction domestically, place of jurisdiction shall be Stuttgart, Germany for all disputes arising out of or based on the usage of the Application or these Terms. This shall not apply if an exclusive venue and jurisdiction is responsible. In case You are a consumer as defined by applicable law place of jurisdiction is Your place of residence. For all disputes related to or based on the usage of SignDoc Mobile or these Terms additional place of jurisdiction for consumers with place of residence in Germany shall be Stuttgart, Germany.

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