

4identity

WELCOME TO 4identity, a free service provided by BIT4ID IBÉRICA, S.L ("BIT4ID") to sign documents electronically.

The following are the terms and conditions for use of 4identity services (the "SERVICE"). Please read them carefully. BY USING THE SERVICE, YOU ARE STATING THAT YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE TERMS OF SERVICE (the "TERMS").

1. USER CONDUCT

The SERVICE is provided free of charge.

The user is permitted to make commercial use of the documents it signs electronically by the use of the SERVICE; however, any actual or attempted commercial use of the SERVICE itself by the user, such as the user charging or attempting to charge third parties a fee to sign electronically the third parties' documents by running them through the SERVICE, is expressly prohibited and may result in immediate and permanent revocation of user's access to the SERVICE.

You agree that your use of the SERVICE will at all times comply with all applicable local, state, federal, national and international laws and regulations, and that you are solely responsible for all acts or omissions that occur under your use of the SERVICE.

By way of example rather than limitation, you hereby agree, among other things, not to: submit to the SERVICE to sign electronically any illegal, unlawful, oppressive, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable documents or other material of any kind or nature; submit to the SERVICE to sign electronically any documents or other material that may infringe upon the intellectual property rights or other rights of third parties, including without limitation such rights under the law of patents, trademarks, copyrights and trade secrets; submit to the SERVICE to sign electronically any documents or other material which contain or include any viruses, trojan horses, worms, time bombs, or any other harmful or destructive programs or subroutines; violate any statute, regulation or law regarding or pertaining to the transmission of technical data or software exported from the European Union or any other customs territory; interfere with or disrupt any networks in connection with your use of the SERVICE, nor violate the regulations, policies, procedures, terms or conditions for the use of any such networks; attempt to gain unauthorized access to the documents or other material submitted to the SERVICE by any other user, nor to any other accounts, computer systems or networks connected or related to the SERVICE, through the use of password mining or by any other means; or interfere with, or disrupt in any manner, any other user's use of the SERVICE.

2. PRIVACY

It is BIT4ID's policy to respect the privacy of users for the SERVICE. Therefore, except as provided herein, BIT4ID will not monitor, edit, or disclose any personal information about you or the documents you submit to sign electronically, including their contents, without your prior permission unless BIT4ID in its sole discretion believes that such action is necessary to:

(1) comply with legal process;



- (2) otherwise protect the legal rights of BIT4ID;
- (3) enforce the TERMS; or
- (4) protect the interests of users for the SERVICE or others.

You agree that any document that you transfer to the SERVICE to sign electronically, can be stored in a server or in a data base as long as BIT4ID may require or decide to comply with its internal security rules. In consideration for your use of the SERVICE free of charge as provided below, you agree that BIT4ID may have access to your email information and the documents you submit to sign electronically, including their contents, for internal testing purposes as well as any of the other reasons stated above, or to respond to service or technical issues.

3. DISCLAIMER OF WARRANTIES

To the fullest extent permitted by applicable law, BIT4ID expressly disclaims all warranties and conditions, express or implied, including, but not limited to, implied warranties and conditions of merchantability, merchantable quality, correspondence to description and fitness for a particular purpose. BIT4ID does not represent or warrant that the SERVICE will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available, are free of viruses or other harmful components. BIT4ID does not warrant or represent that the use, or the results of the use, of the SERVICE or from third parties will be correct, accurate, timely, reliable or be possessed of any other attribute or characteristic.

4. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall BIT4ID be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the SERVICE, any changes to the SERVICE, unauthorized access to or alteration of your documents or other materials submitted to the SERVICE, any documents or other material or data sent or received or not sent or received, or any transactions entered into through the SERVICE. You specifically agree that BIT4ID is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. If you are dissatisfied with the SERVICE, the materials available on or through the SERVICE, or with any of the TERMS, your sole and exclusive remedy is to discontinue using the SERVICE.

5. INDEMNIFICATION

You agree to indemnify and hold BIT4ID, its parents, subsidiaries, affiliates, officers and employees, harmless of and from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct with regard to the SERVICE.

6. TERMINATION

BIT4ID may terminate the SERVICE with or without cause at any time and effective immediately. In addition, BIT4ID, in its sole and exclusive discretion, may terminate your access to the SERVICE for violation of the TERMS either in letter or in spirit. If you wish to terminate your account, your only recourse is to discontinue use of the SERVICE. Upon termination of the SERVICE, your right to use the SERVICE immediately ceases.



Upon termination of the SERVICE, BIT4ID shall have no obligation to maintain any of your documents or other materials submitted to the SERVICE or to forward them to you or any third party.

7. MODIFICATIONS TO TERMS, USER POLICIES

BIT4ID reserves the right to change the TERMS or policies regarding the use of the SERVICE at any time and to notify you by posting an updated version of the TERMS on the SERVICE site.

8. LAWS

The TERMS shall be governed by and construed in accordance with the laws of the Kingdom of Spain. You and BIT4ID agree to submit to the exclusive jurisdiction of the courts of Barcelona, Spain.

9. CHOICE OF LANGUAGE

You and BIT4ID hereby expressly agree that the TERMS be, and hereby are, set forth in the Spanish language. A translation in English has been eased for non-Spanish speakers; however this translation has no legal effects.