

ZAFERSIGN TERMS AND CONDITIONS OF USE

Effective Date: September 14, 2026

These Terms and Conditions of Use are entered into by and between you ("you" or "your"), on the one part, and ZaferSign (Pvt) Ltd., on the other part, and these Terms of Use govern your use of our Websites and Services.

PLEASE READ THESE TERMS OF USE, OUR PRIVACY POLICY, PLATFORM RULES, AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE "TERMS" OR "TERMS OF USE") CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS, AND REMEDIES IN CONNECTION WITH YOUR USE OF THE PLATFORM AND SERVICES.

FOR EXAMPLE, THE TERMS INCLUDE:

IMPORTANT INFORMATION ABOUT THE FUNCTIONAL LIMITATIONS OF THE PLATFORM AND/OR THE SERVICES.

YOUR OBLIGATION TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. LIMITATIONS OF OUR LIABILITY TO YOU; AND

BY ACCESSING OR USING THE PLATFORM YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH US AND HAVE THE AUTHORITY TO DO SO EITHER ON YOUR OWN BEHALF OR BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, AND THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND THAT YOU AGREE TO COMPLY WITH AND BE LEGALLY BOUND BY THE TERMS IN FULL. IF YOU DO NOT AGREE TO THE TERMS, YOU MAY NOT ACCESS OR USE THE PLATFORM OR SERVICES.

Please click on the sections below to learn more about our Terms and Conditions of Use:

ABOUT THE TERMS

1.1 Definitions

As used in these Terms of Use:

"Add- Ons" has the meaning set forth in Section 1.2.

"App" means any and all downloadable applications (including, any mobile or tablet applications) owned or operated by ZaferSign through which access to ZaferSign's Services are available. References to the "App" include any and all related features, functionality, tools, and content.

"Applicable Data Protection Laws" means all laws and regulations applicable to ZaferSign's processing of personal information contained in Your Content or otherwise provided by you to ZaferSign in connection with these Terms of Use or the parties business relationship.

"Data Security Incident" means a discovered, actual unauthorized access to, destruction of, loss of, alteration of, exfiltration of, theft of, or disclosure of personal information contained in Your Content transmitted, collected, stored, controlled, or otherwise in the possession of ZaferSign used for processing in connection with the Services under these Terms of Use.

"Documentation" means any and all documentation and specifications that ZaferSign provides or otherwise makes available to you in connection with the Platform or any Services.

"Downtime" has the meaning set forth in Section 9.4.

"Effective Date" means the date provided at the top of the most recently published Terms of Use.

"eIDAS" has the meaning set forth in Section 9.2.

"Electronic Signature(s)" has the meaning set forth in Section 2.3.

"ESIGN Act" has the meaning set forth in Section 9.2.

"Feedback" has the meaning set forth in Section 7.3.

"Malicious Code" has the meaning set forth in Section 9.2.

“Platform” refers, collectively, to any and all Websites, Apps and other technology through which ZaferSign provides the Services.

“Platform Rules” has the meaning set forth in Section 1.2. “Privacy Policy” has the meaning set forth in Section 3.2.

“Services” means any and all digital transaction management and digital signature services, and related services and promotions, provided by ZaferSign, including support services.

“Subscription” has the meaning set forth in Section 4.1.

“Third-Party Resources” has the meaning set forth in Section 1.5.

“Updates” has the meaning set forth in Section 2.2.

“User” means any person or entity who accesses or uses the Platform in any manner. References to “access” and/or “use” of the Platform (and any variations thereof) include the acts of accessing or browsing the Platform and accessing or using the Services.

“User Content” refers to text, information, and other content uploaded, stored, shared, or otherwise made available or caused to be made available by users on or through the Platform.

“Website” means any and all websites owned or operated by ZaferSign, including the website currently located at <https://www.zafer-sign.com/>, through which access to ZaferSign’s Services is available. References to the “Website” include any and all related features, functionality, tools, and content.

“Your Content” refers to User Content that is provided or made available or caused to be made available by you.

“ZaferSign,” “we,” or “us” refer to ZaferSign (Pvt) Ltd., its parent companies, arms length companies, sister companies, subsidiaries, and our officers, directors, employees, contractors, and agents. To the extent applicable, they also refer to our affiliates, service providers and licensors, and their respective officers, directors, employees, contractors, and agents.

“ZaferSign Marks” has the meaning set forth in Section 7.1. “ZaferSign Parties” has the meaning set forth in Section 9.3.

1.2 Platform Rules and Supplemental Terms

Your access to and use of the Platform is governed by the terms and conditions of these Terms of Use, any and all other policies and rules referenced herein, posted on the platform, or otherwise communicated to Users (the “Platform Rules”).

Certain of the Service or Platform’s features, functionality, tools, content, and promotions available on or through the Platform may be subject to additional or supplemental terms and conditions (“Supplemental Terms”). The Platform or certain Services may also include add-on features subject to additional pricing, third-party terms and conditions, and/or Supplemental Terms (“Add-Ons”). If you choose to access or use those features, functionality, tools, or content or participate in those promotions, including with respect to any Add-Ons, the applicable Supplemental Terms are also incorporated and deemed part of these Terms of Use.

If there is a conflict between these Terms of Use and the Supplemental Terms, the Supplemental Terms will govern and control with respect to the applicable features, functionality, tools, content and/or promotions.

1.2 Amendment of Terms

ZaferSign reserves the right, in its sole discretion, to amend the Terms, at any time and without prior notice, including to change, modify, add to, update, or remove terms and conditions (collectively “amend” or “update”). It is your responsibility to regularly check these terms to stay informed of updates, as they are binding. If we choose to amend the Terms, we will update the Effective Date at the top of the Terms and post the updated version. We may also, at our option, choose to notify you by e-mail or another means. All changes are effective immediately when we post them unless we expressly specify otherwise. In any event, no changes will apply retroactively as to any claims existing prior to the “Effective Date” of the updated Terms. By continuing to use the Platform or any Service (including any Add-Ons) after we have posted an updated version of the Terms or otherwise notified you of an update, you are affirming that you agree to be bound by the amended Terms. This provision is subject to a few limitations in the “Dispute Resolution” section below. If the amended Terms are not acceptable to you, your only recourse is to stop using the Platform.

No other modification, amendment, supplement of, or to the Terms will be binding on ZaferSign unless it is in writing and signed by an authorized representative of ZaferSign.

1.3 Consequences of Non-Compliance

Your failure to comply with the Terms may result in the suspension or termination of your account and/or access to the Platform and/or any Add-Ons and may subject you to civil and criminal penalties.

1.4 Third-Party Resources

The Platform and Services may contain features provided by and links to other sites and resources provided by third parties and not controlled by ZaferSign ("Third-Party Resource(s)").

Third-Party Resources may be provided to you as part of Add-Ons, or for your convenience, at our discretion. We have no control over the features or contents of Third-Party Resources, nor can we control how a Third-Party Resource processes Your Content that you make available to such Third-Party Resource. You hereby agree that ZaferSign has no responsibility for Third-Party Resources including with respect to any loss or damage that may arise from your use of them. If you decide to purchase or otherwise access any of the Third-Party Resources, you do so entirely at your own risk and subject to the terms and conditions of use for such Third-Party Resource.

IMPORTANT INFORMATION ABOUT THE PLATFORM

2.1 Right to Use the Platform and Services

Subject to your compliance with the Terms, for so long as you are using the Platform or any applicable Service and paying the applicable fees, ZaferSign grants you (i) a limited right to access and use the Platform and Services purchased by you, and (ii) a limited non-exclusive, non-transferable, non-assignable, and non-sublicensable license to download and install a copy of the executable App on each mobile device that you own or control, and in each case of (i) and (ii) for your own personal or internal business use only, and not for any external business purpose or commercial activity. The rights granted under this Section 2.1 are for the sole purpose of enabling you to use and enjoy the benefit of the Platform as provided by ZaferSign, in the manner permitted by the Terms.

2.2 Modifications and Updates to the Platform and Services

ZaferSign reserves the right, in its sole discretion, to modify or discontinue offering the Platform and/or Services, in whole or in part, including any Website, App, or any features, functionality, tools, or content thereof, at any time, for any reason or no reason, with or without notice to you. We also retain the right to impose limits on your use and storage of Your Content at our sole discretion at any time without prior notice to you. Notwithstanding the foregoing, in the event ZaferSign elects to discontinue the Platform and/or Services for convenience (i.e., not due to the User's breach), ZaferSign shall provide the User with thirty (30) days' prior written notice before the effective date of such cessation or termination. We also retain the right to impose limits on your use and storage for Your Content at our sole discretion at any time without prior notice to you.

We may from time to time develop and provide updates for the App, which may include upgrades, bug fixes, patches, and other error corrections and/or new features, functionality, tools, or content (collectively, "Updates"). Updates may also modify or delete features, functionality, tools, or content in their entirety. Based on your mobile device settings, when your mobile device is connected to the internet either: (a) the Updates will automatically download and install; or (b) you may receive notice of or be prompted to download and install available Updates.

Please promptly download and install all Updates. If you do not, portions of the App may not properly operate. All Updates will be deemed part of the App and be subject to all terms and conditions of the Terms.

You agree that ZaferSign has no obligation to provide any updates or to continue to provide or enable any particular features, functionality, tools, or content, and will not be liable with respect to any such modifications, discontinuance, or deletions.

2.3 Electronic Signatures

You acknowledge and agree that ZaferSign provides Services that include the ability to execute documents electronically using electronic records and/or electronic signatures under applicable law ("Electronic Signature(s)"). You hereby consent to the use of Electronic Signatures when using applicable Services and you further acknowledge that you shall be bound by such Electronic Signature and by the terms, conditions, requirements, information and/or instructions such Electronic Signature pertains to.

2.4 International Users

The Platform and Services are operated by ZaferSign (Pvt) Ltd. and made available to users in multiple countries and jurisdictions worldwide. Availability in a particular location does not mean that all features or Services are available, appropriate, or lawful in that location. You are responsible for ensuring that your access to and use of the Platform and Services complies with all laws and regulations applicable to you. ZaferSign may restrict or discontinue access to the Platform or any Service in any country or jurisdiction where required by law or where offering such access is not appropriate.

ACCOUNTS

3.1 Account Registration

While certain Services are publicly available, you must register for a User account before you are able to use any of the Services. You may register to create an account directly via the Platform.

You may not register for an account on behalf of any person (other than yourself or your entity).

No person or entity may have more than one active primary account at any given time (this does not restrict the number of sub-accounts that may be purchased).

For corporate clients, designated administrators will set up a primary account and will designate the individuals who are eligible to sign up for sub-accounts. Administrators for each client will have access to manage and view activities associated with the sub-accounts registered to that client. (For simplicity, both accounts and sub-accounts will be referred to hereafter as “accounts”).

Use of UAE Pass

As part of our authentication methods, you may choose to register or sign in using UAE Pass, a government-issued digital identity service operated in the United Arab Emirates. By using UAE Pass, you authorize us to collect limited personal information from your UAE Pass profile, including your full name, email address, and a unique identifier (UUID). This data is used solely to create and authenticate your account on our platform. Your use of UAE Pass is subject to the UAE Pass terms of service and privacy policy.

3.2 Account Set-Up

Your account and account profile page will be created based on the information you provide to us.

You agree to provide complete, accurate, and up-to-date information during the registration process and to update such information as necessary to ensure that it remains complete and accurate. Please note that the name and contact information that you submit when you register will be shared in accordance with your selections in your account settings when you share Your Content.

When you create your account, you will be asked to create a password, which you will be solely responsible for safeguarding. We encourage you to use “strong” passwords (passwords that use a combination of upper- and lower-case letters, numbers, and symbols) with your ZaferSign account or any other account that you may connect to your ZaferSign account. You agree not to disclose your password to any third party, and you agree to immediately notify ZaferSign of any unauthorized use of your account. You further acknowledge and agree that you will be solely responsible for any activities or actions on or through your account, whether or not you have authorized such activities or actions. ZaferSign cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

If you register using UAE Pass, your name and email address will be pre-filled based on the identity data provided by UAE Pass. You agree that this data is accurate to the best of your knowledge and that it will be used to create and maintain your user profile in accordance with our platform.

ZaferSign agrees that information collected and processed by ZaferSign in connection with your accounts shall be processed in accordance with ZaferSign’s privacy policy found at (“Privacy Policy”).

3.3 Account Suspension and Cancellation

You may cancel your account at any time.

We may, in our discretion, without liability to you and without limiting our other remedies, with or without prior notice and at any time for any reason, decide to (i) limit, suspend, deactivate or cancel your account and take technical and legal steps to prevent you from using our Platform and Services, and (ii) screen or delay the delivery of Your Content.

Without limiting the foregoing, ZaferSign reserves the right to suspend or terminate your account or your access to the Platform if (i) you create more than one primary account, (ii) if any information provided during the registration process or thereafter is determined to be incomplete, inaccurate, outdated, deceptive or fraudulent; or (iii) you fail to comply with the Terms, including the terms and conditions regarding User conduct, as set forth in the “User Conduct Guidelines” section below and elsewhere in the Terms.

If your account is deactivated or canceled, ZaferSign will have the right, but not the obligation to delete Your Content. Where an account is cancelled by ZaferSign for convenience, the User will have a thirty (30) day “Data Retrieval Window” as part of the expiration of the thirty (30) day notice period (as set forth in Section 2.2) to download and retrieve all of their User

Content. Following the expiration of the Data Retrieval Window, ZaferSign shall be entitled to permanently Delete all User Content, and ZaferSign shall have no liability for any such deletion.

If ZaferSign has suspended your account due to your actual or suspected breach of the Terms, such suspension will continue until (i) the suspected breach is cured; (ii) otherwise resolved to ZaferSign's reasonable satisfaction; (or iii) or ZaferSign terminates the offending account.

FEES AND PAYMENT TERMS

4.1 Subscriptions

Services and any Add-Ons are offered to you on a subscription basis, paid for either monthly or annually (as applicable) in accordance with our current pricing page found at or as otherwise mutually agreed to in writing (as applicable, the "Subscription"). Prices of Subscriptions are at the rates in effect when the charges are incurred, including any applicable taxes, as posted on the Website. Any change in the Subscription fee will go into effect for the next billing period after we provide notice of the change. If ZaferSign becomes aware of additional information about your usage of the Services outside of the paid Subscription after an invoice has been issued, ZaferSign reserves the right to issue corrected invoices even after an invoice has been paid.

4.2 Subscription Term, Renewal and Expiration

Upon expiration of a Subscription term, your Subscription will renew automatically. If the User fails to cancel the Subscription prior to automatic renewal, the User's account will be charged on the date the current subscription expires. We strongly recommend that you download Your Content prior to cancellation, as ZaferSign is not responsible for any deletion or loss of Your Content after deactivation or cancellation.

4.3 Payment / Credit Cards

YOU ARE RESPONSIBLE FOR PROVIDING ZAFERSIGN WITH VALID CREDIT CARD OR PAYMENT ACCOUNT DETAILS AND FOR THE TIMELY PAYMENT OF ALL FEES.

Please note that the payment information, including name and contact information, that you submit when you register may be used and shared with our payment processing services provider and otherwise used in accordance with our Privacy Policy. All payments will be made in U.S. dollars (USD).

If you provide credit card information to us, you authorize us and our payment processor to charge such credit card for all applicable Subscriptions. ZaferSign will automatically charge the credit card or payment account associated with your account at the beginning of the billing period, and billing will recur automatically at monthly or annual intervals (as applicable) until you change or terminate your account. If you wish to designate a different credit card or payment account, or if there is a change in your credit card or payment account status, you must change your information in your account. This may temporarily disrupt your access to your account while ZaferSign verifies your new payment information. Any change in the chosen payment method will go into effect for the next billing period.

Alternatively, if you are an enterprise customer, you may choose to pay by bank transfer to a designated ZaferSign account or by check. In that case, ZaferSign will invoice you in accordance with the foregoing. Payment of invoices is due within thirty (30) days, and outstanding amounts will accrue interest at the lesser of 1.5% per month and the maximum rate permitted by law.

If ZaferSign is unable to successfully charge your credit card or payment account for fees due, or invoices are not paid in full when due, we reserve the right to restrict or suspend access to your account, or terminate your account (including, any employee sub-accounts associated with your account). If you terminate your account for any reason or if we terminate your account due to your breach, such termination will be effective immediately, and you will be immediately billed for any unbilled fees incurred prior to the effective date of termination. You will not receive a refund for any amounts you already paid for that billing period. Further, you agree to reimburse us for any collection costs and interest for any overdue amounts.

4.4 Free Trial Offers

If you receive a free trial offer, you will not be charged during the period of the free trial. Credit card information is required at the time of Subscription to the free trial. Your access to subscription-only Services will automatically terminate the day after your free trial period has ended. Thereafter, you must purchase a Subscription in accordance with the terms above in order to receive access to the full Services. Please make note of when your free trial will expire as you may not receive additional notice before the free trial period expires. If a free trial User does not upgrade to a paid Subscription by the expiration date of the free trial, the User account will be deactivated permanently thirty (30) days after the expiration of the license. Free trials are limited to one per person.

4.5 No Refunds

Unless ZaferSign agrees or states otherwise in writing, all fees and charges are nonrefundable.

4.6 Third Party Charges and Mobile Alerts

You are solely responsible for any fees or charges incurred to access the Platform through an internet access provider or other third party, including without limitation data charges incurred if you are not connected to WIFI access, charges to receive SMS messages or other mobile access, which may be billed to you or deducted from your prepaid balance by your mobile provider. You agree that ZaferSign is not liable in any way for any third-party charges.

4.7 Refund on Termination for Convenience

In the event ZaferSign terminates a subscription for convenience (i.e., not due to the User's breach of these Terms), ZaferSign's sole liability to the User shall be a pro-rated refund of any prepaid subscription fees covering the period from the effective date of termination until the end of the current paid subscription term. ZaferSign shall have no other liability or obligation to the User for damages, compensation, or otherwise, arising from such termination. No refund will be provided if ZaferSign terminates the account due to the User's breach of these terms.

SUBSCRIPTIONS AND IN-APP PURCHASES

ZaferSign iOS app offers premium subscriptions that grant access to exclusive features. All subscriptions are auto renewable and will automatically renew at the end of each billing cycle unless canceled by the user.

5.1 Subscription Tiers:

Please see pricing on:

<https://www.zaferSign.com/pricing/>

5.2 Auto-Renewal:

Your subscription will automatically renew at the end of the current period. You can manage your subscription and turn off auto-renewal in your Apple Account Settings.

5.3 Cancellation and Refunds:

You may cancel your subscription at any time through your Apple Account Settings. Refunds are handled exclusively by Apple in accordance with their refund policy.

5.4 Usage Rights

Upon subscribing, you are granted access to all premium features available within the ZaferSign app. Subscription fees grant you the right to use these features for the duration of your subscription period.

USER CONDUCT GUIDELINES

6.1 Conditions on Use

Any time you access or use the Platform, you are required to comply with our User conduct guidelines, as set forth below. You agree that you will access and use the Platform and Services for your personal or internal business purposes only.

Your Content: You acknowledge that Your Content may be viewed by the Users and by other persons or entities that you designate (for instance, the counterparties who execute the documents you upload to the Platform). Thus, you should only upload, share or store information and other content that you are comfortable sharing with others.

You agree that you will not access or use the Platform to capture, record, upload, stream, share or store any text, image or other information, or otherwise act in any manner, that:

- is intended to perpetrate a hoax or otherwise defraud, mislead or deceive any person or entity.
- violates, breaches or circumvents any local, state, federal or other law, rule or regulation, including any ruling or order of a court or administrative body.

- violates, breaches or circumvents the rights of any person or entity, including infringing or misappropriating such party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy.
- is defamatory, obscene, pornographic, vulgar, lewd, offensive or unlawful.
- promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group.
- is inflammatory, abusive, violent or threatening or promotes violence or actions that are threatening to any other person.
- promotes illegal or harmful activities or substances.
- or is harmful to children.

6.2 User Conduct Guidelines

Without limiting the above, you are not authorized to access or use the Platform:

- to impersonate any person or entity, or falsify or otherwise misrepresent your identity, credentials, affiliations or intentions.
- to collect, store or use any information from or about another User.
- to "stalk" or harass any other User.
- to distribute unsolicited commercial or bulk electronic communications (or, "spam"), chain letters or "pyramid" schemes.
- for political campaigning, recruiting votes or soliciting donations or other support for legislative or other initiatives.
- to systematically retrieve information or content to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation,
- database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise.
- if you are not able to form legally binding contracts (for example, if you are under 18);
- if you are a person barred from receiving services under the laws of the United States or another applicable jurisdiction; or
- for any other purposes that are not expressly permitted by the Terms. Further, you may not:
 - access, copy, distribute, share, publish, use or store any content, including any information from or about any other User, for purposes that are inconsistent with our Privacy Policy, or otherwise violate the privacy rights or any other rights of other Users or any other third party, including by disclosing, selling renting, distributing or exposing any content to a third party, using it for marketing purposes, or otherwise using it for any purposes unrelated to the Platform;
 - access, copy, distribute, share, publish, use or store, or prepare derivative works from any content that belongs to ZaferSign, another User or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express permission of the person or entity party holding the rights to license such use;
 - share or transfer your account credentials to another party without our consent.
 - circumvents our systems, policies, determinations as to your account status, including by attempting to access or use the Platform if your account has been suspended or canceled or you have otherwise been temporarily or permanently prohibited or blocked from using the Platform.
 - access, search, collect information from, or otherwise interact with the Platform by "scraping," "crawling" or "spidering" the Platform, by the use of any software, device, script or robot, or by any other means (automated or otherwise) other than through the currently available, published interfaces that are provided by ZaferSign, unless you have been specifically authorized to do so in a separate agreement with ZaferSign;
 - use, display, mirror or frame the Platform, or any feature, functionality, tool or content of the Platform, ZaferSign's name, any ZaferSign trademark, logo or other proprietary information, without ZaferSign's express written consent.
 - interferes with, disrupt, damage or compromise the Platform or our systems or the access of any User, host or network in any way, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or
 - electronic mail address.
 - information or similar methods or technology or by overloading, flooding, spamming, mail-bombing the Platform or otherwise imposing an unreasonable or disproportionately large load on the Platform.
 - access, tamper with or use non-public areas of any of the Platform, ZaferSign's computer systems, or the technical delivery systems of ZaferSign's providers.

- probe, scan, or test the vulnerability of any system or network of ZaferSign or its providers, or breach or circumvent any security or authentication measures of such system or network.
- avoids, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by ZaferSign or any of ZaferSign's providers or any other third party to protect the Platform.
- forges any TCP/IP packet header or any part of the header information in any e-mail or posting, or in any way use the Platform to send altered, deceptive or false source- identifying information.
- attempt to decipher, decompile, disassemble or reverse engineer any of the code or software used to provide the Platform.
- export or re-export the Platform, except in compliance with the export control laws and regulations of any relevant jurisdictions.
- otherwise abuses the Platform or breach the Terms; or
- attempt to do any of the foregoing, or advocate, encourage or assist any third party in doing any of the foregoing.

6.3 Responsibility for User Content

Ultimately, all User Content, whether publicly posted or privately transmitted, is the sole responsibility of the User who originated such content. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any User Content or endorse any opinions expressed in such User Content. You understand that by using the Platform, you may be exposed to User Content that is offensive, harmful, inaccurate, misleading, fraudulent or otherwise inappropriate. Under no circumstances will ZaferSign be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of any User Content.

We may but are not required to monitor or control the User Content captured, recorded, uploaded, streamed, shared or stored on or through the Platform, and we cannot take responsibility for such User Content. Any use or reliance on any User Content is at your own risk.

6.4 Reporting Misconduct

If you feel that another User has violated the Terms, abused the Platform or otherwise acted inappropriately, you may report the User to ZaferSign at privacy@zafersign.com. ZaferSign reserves the right, but assumes no obligation, to investigate and take appropriate action in response to such reports. Regardless of its action or inaction, in no event will ZaferSign be liable for the acts or omissions of any User or any third party.

If you are a California resident, you may also report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Boulevard, Suite N112, Sacramento, CA 95834, or by telephone at (800) 952-5210. See the "California Residents" subsection below for the full information required under California Civil Code §1789.3

6.5 Investigations

ZaferSign reserves the right to investigate and prosecute violations of any and all reports, complaints and claims, or otherwise suspected misconduct or violations of the law to the fullest extent of the law.

Without limiting the foregoing, you acknowledge that ZaferSign has the right, but not the obligation, at any time and without prior notice, to monitor access to or use of the Platform or Services by any User, to access, review, preserve and disclose any User Content, or to remove or disable access to any User Content, if we believe in good faith that it is reasonably necessary (i) to comply with any law or regulation or satisfy any legal process or governmental request (for example, a subpoena, warrant, order or other requirement of a court, administrative agency or other governmental body), (ii) to respond to claims asserted against ZaferSign, (iii) to enforce and to ensure a User's compliance with the Terms, including the investigation of potential violations, (iv) to conduct risk assessments, and prevent, detect and investigate incidents of fraud, security and technical issues, (v) to protect the rights, property or safety of ZaferSign, its Users or members of the public, and (vi) for the purpose of operating and improving the Platform and Services (including for customer support purposes).

6.6 User Cooperation

You agree to cooperate with and assist ZaferSign or its representative in good faith, in any such investigations, including by providing us with such information as we may reasonably request.

6.7 Policy Enforcement

When an issue arises, we reserve the right to consider such User's performance history and the specific circumstances in applying our policies, and to determine how strictly to enforce such policies in an effort to achieve a fair outcome for all parties involved.

INTELLECTUAL PROPERTY OWNERSHIP

7.1 The Platform

The Platform and Services, including Website and App, and all features, functionality, tools and content thereof, is protected by copyright, trademark, patent and other laws of the United States and foreign countries. You acknowledge and agree that the Platform and Services, and all intellectual property rights therein are the exclusive property of ZaferSign and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark, patent marking, or other proprietary rights notices incorporated in or accompanying the Platform or Services.

Without limiting the foregoing, you acknowledge and agree that the trade names, logos, and other trademarks and service marks associated with ZaferSign (the "ZaferSign Marks") are the property of ZaferSign, and that you are not permitted to use the ZaferSign Marks without our prior written consent.

You may not use, copy, reproduce, distribute, license, sell, transfer, publish, post, publicly display, publicly perform, transmit, broadcast, adapt, modify, prepare derivative works based upon, or otherwise exploit any features, functionality, tools or content of the Platform or Services in any form or by any means, or sub-license the rights granted in the Terms, except as expressly permitted herein, without the prior written permission of ZaferSign or the intellectual property owner, as applicable.

This foregoing license is subject to modification or revocation at any time at ZaferSign's sole discretion.

No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by ZaferSign or its licensors, except for the licenses and rights expressly granted in the Terms. All rights not expressly granted to you by the Terms are hereby reserved.

7.2 Your Content

By uploading, sharing or storing Your Content, you hereby grant ZaferSign a worldwide, non-exclusive, transferable, sub-licensable, royalty-free right and license to use, copy, reproduce, process, adapt, modify, distribute, and display Your Content in any and all media as necessary to provide the Services to you, including, customer support services, and otherwise operate the Platform, including for product development and de-bugging purposes.

We may modify or adapt Your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to Your Content as are necessary to conform and adapt that content to any requirements or limitations of any networks, devices, services or media. You further grant us the right to use, copy, distribute, and display your name and other information in connection with Your Content as described herein or elsewhere on the Platform, subject to any Applicable Data Protection Laws.

ZaferSign does not claim any ownership rights in Your Content and nothing in the Terms will be deemed to restrict any rights that you may have to use and exploit any such content, subject only to the licenses granted to ZaferSign under these Terms.

You acknowledge and agree that you are solely responsible for Your Content, and for any consequences thereof, including the use of Your Content by other Users and our third-party partners.

You represent and warrant that you have all the rights, permissions, consents, power and authority necessary to grant the rights granted herein to Your Content, and that neither Your Content, nor ZaferSign's use of Your Content (or any portion thereof) on or through the Platform or in connection with the Services will infringe, misappropriate or violate the rights of any person or entity, including patent, copyright, trademark, trade secret, moral rights, industrial rights, database rights or other proprietary or intellectual property rights, rights of publicity or privacy or data protection or contractual rights, or result in the violation of any applicable law or regulation.

ZaferSign will not be responsible or liable for any use of Your Content by ZaferSign, any other User, or any third party in accordance with these Terms or applicable Documentation.

7.3 Feedback

We welcome and encourage you to provide feedback, comments, ideas and suggestions for improvements, enhancements and modifications to the Platform ("Feedback"). You may submit Feedback by e-mailing us at . You acknowledge and agree that all Feedback you give us (i) will be treated as non-confidential, and (ii) will be the sole and exclusive property of ZaferSign. Without limiting the foregoing, you acknowledge that your Feedback may be disseminated or used by ZaferSign or its affiliates for any purpose whatsoever, including developing, improving and marketing products. You hereby irrevocably transfer and assign to ZaferSign all of your right, title, and interest in and to all Feedback, including all worldwide patent,

copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback.

You agree to sign and deliver such documents, and otherwise provide such assistance, as may reasonably be required from time to time to perfect ZaferSign's rights in such improvements, enhancements and modifications.

NO ENDORSEMENTS

8.1 Users

Although Users are required by the Terms to provide accurate information, we do not guarantee the completeness or accuracy of any information provided by any User, including the User's purported identity, credentials or background.

We recommend that you exercise due diligence when deciding to communicate or interact with another User or a third party, and we will not be responsible or liable for any damage or harm resulting from your interactions with other Users or third parties through the Platform.

8.2 Links to Third Party Websites and Services

The Platform may also provide links to third-party websites, resources or services. You acknowledge and agree that ZaferSign is not responsible or liable for (i) the availability, terms or practices of such websites, resources or services, or (ii) the content, products or services available on or through such websites, resources or services, including that any information provided is complete, accurate or up to date. Links to such websites, resources or services do not imply any endorsement by ZaferSign of such websites, resources or services or the content, products or services available on or through such websites, resources or services. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites, resources or services or the content, products or services available on or through such websites or services.

We will not be responsible or liable for any damage or harm resulting from your interactions with such websites or services, or the content, products or services available on or through such websites or services.

WARRANTIES, DISCLAIMERS, LIMITATION OF LIABILITY, AND INDEMNIFICATION

9.1 Representations and Warranties by Users

You represent and warrant to ZaferSign that:

- you have the power and authority to accept and agree to the Terms,
- you own or control all of the rights necessary to grant the rights and licenses granted herein,
- you will not violate any federal, state or local laws, rules or regulations or infringe the rights of any third party, including, any intellectual property, privacy or publicity-related rights, in connection with Your Content or otherwise in connection with your access to or use of the Platform and Services,
- the exercise by ZaferSign of the rights granted by you hereunder will not cause ZaferSign to violate any applicable laws, rules, or regulations, to infringe the rights of any third party, and
- all account information provided by you will be complete, accurate and up to date when provided, and updated as necessary to ensure that it remains complete, accurate and up to date.

9.2 ZaferSign Express Limited Warranties

ZaferSign warrants that: (a) ZaferSign will not knowingly introduce files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses ("Malicious Code") into the Platform or your information technology system.

(b) the proper use of a ZaferSign Signature by a Customer in accordance with the Documentation and applicable law will be sufficient to meet the definition of an "electronic signature" under the Electronic Transactions Act, No. 19 of 2006 of Sri Lanka, as amended by Act No. 25 of 2017; the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. ch. 96 §§ 7001 et seq. (the "ESIGN Act"); and in Regulation 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market ("eIDAS").

9.3 ZaferSign Disclaimers of Warranties

EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOUR ACCESS AND USE OF THE PLATFORM AND SERVICES IS AT YOUR OWN RISK. THE PLATFORM AND SERVICES AND THE LIMITED USE RIGHTS IN CONNECTION THEREWITH ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND,

EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, ZAFERSIGN, ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS, ("ZAFERSIGN PARTIES") EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, (i) THOSE

RELATED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT OR TITLE OR RIGHTFUL CLAIM, (ii) THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, (iii) WARRANTIES AS TO THE RELIABILITY OR AVAILABILITY OF THE PLATFORM OR SERVICES, OR THAT USE OF THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR WILL BE FREE OF HARMFUL COMPONENTS (iv) WARRANTIES AS TO THE COMPLETENESS, ACCURACY OR TIMELINESS OF ANY CONTENT.

9.4 Downtime Disclaimer

ZaferSign uses commercially reasonable efforts to provide access to the Platform and Services under a respective Subscription in a reliable and secure manner and as expressly provided in this Agreement. From time to time, interruptions, errors, delays, or other deficiencies in providing access to the Platform, Services, Add-Ons or a Third-Party Resource may occur due to a variety of factors, some of which are outside of ZaferSign's control, and some which may require or result in scheduled maintenance or unscheduled downtime of the Platform (collectively, "Downtime"). Part or all of the Platform may be unavailable during any such period of Downtime, which may include an inability to access Services, including applicable Add-Ons. THE ZAFERSIGN PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE TO YOU FOR ANY INCONVENIENCE, LOSSES, OR ANY OTHER DAMAGES AS A RESULT OF DOWNTIME, INCLUDING, WITHOUT LIMITATION, YOUR INABILITY TO ACCESS THE SERVICES AS A RESULT OF SUCH DOWNTIME. YOU HEREBY WAIVE ANY CLAIM AGAINST THE ZAFERSIGN PARTIES IN CONNECTION WITH ANY SUCH DOWNTIME.

9.5 User Content Disclaimer

YOU ACKNOWLEDGE AND AGREE THAT THE ACCESSING AND USING THE PLATFORM, SUBMITTING AND TRANSMITTING YOUR CONTENT, COMMUNICATING OR INTERACTING WITH OTHER USERS AND ACCESSING, VIEWING OR DOWNLOADING THE USER CONTENT OF OTHER USERS ARE DONE AT YOUR OWN DISCRETION AND RISK, AND YOU AND HEREBY RELEASE ZAFERSIGN AND WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGES CAUSED BY ANY OF THE FOREGOING.

9.6 Limitation of Liability

NOTWITHSTANDING ANY CONTRARY PROVISION OF THESE TERMS OR FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY, TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU AGREE AS FOLLOWS:

IN NO EVENT WILL ZAFERSIGN PARTIES BE LIABLE FOR, AND ZAFERSIGN HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATED TO (I) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR DAMAGES FOR LOST REVENUES OR PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, (II) ANY DAMAGES FOR LOSS OF ANY DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESS OR FINANCIAL BENEFITS, IN ANY CASE WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE PLATFORM, (III) THE ACTS OR OMISSIONS OF ANY OTHER USER OR ANY OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM, (IV) YOUR CONTENT OR ANY OTHER USER CONTENT ACCESSED, VIEWED OR DOWNLOADED IN CONNECTION WITH THE USE OF THE PLATFORM, (V) ANY UNKNOWN MALICIOUS CODE CONTAINED IN THE PLATFORM OR SERVICES; (VI) ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; OR (VII) THEFT, TAMPERING, OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO, THE SERVICES, DATA, YOUR CONTENT OR OTHER USER CONTENT OF ANY KIND.

IN NO EVENT SHALL OUR LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ALL DAMAGES OR LIABILITIES EXCEED IN THE AGGREGATE THE AMOUNTS PAID BY YOU TO ZAFERSIGN IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

And

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LAWS OF SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSIVE OR LIMITATION OF CERTAIN DAMAGES AS SET

FORTH IN THIS SECTION, SO THESE LIMITATIONS AND EXCLUSIONS APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

9.7 Basis of the Bargain

YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ZAFERSIGN AND YOU AND WILL SURVIVE AND APPLY EVEN IF YOUR REMEDIES ARE FOUND OR ALLEGED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9.8 Exclusions

NOTHING IN THE TERMS FURTHER IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE FROM DEATH OR PERSONAL INJURY. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN THIS SECTION 9 THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU, AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT REQUIRED BY LAW.

9.9 Indemnification

To the maximum extent not prohibited by applicable law, you agree to release, defend, indemnify, and hold harmless ZaferSign its parent, subsidiaries, affiliates, licensors and service providers, and its and their officers, directors, shareholders, agents, employees and representatives (collectively "indemnify" or any variation thereof) from and against any claims, liabilities, damages, losses, costs and expenses, including, any bodily injury, illness, death or damage to any real or personal property, or any other injuries, losses, or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind, and including reasonable legal fees and litigation expenses and costs, arising out of or relating to or in any way connected with (i) your access to or use of the Platform, including any and all features, functionality, tools, content and promotions available on and through the App, (ii) Your Content, (iii) any interactions with any other User, (iv) your breach of the Terms, including any violation of national, federal, state or local or other applicable laws, rules or regulations or any infringement or misappropriation of the rights of any third party, and (v) your gross negligence or willful misconduct.

9.10 Obligation to Defend

You agree that, at ZaferSign's option, you will conduct the defense of any such claim or action; provided that, notwithstanding our election that you conduct the defense, (i) ZaferSign may nevertheless participate in such defense or settlement negotiations and pay its own costs associated therewith, and (ii) you will not enter into any settlement or other compromise without the prior written approval of ZaferSign (which approval shall not be unreasonably withheld), unless such settlement or other compromise includes a full and unconditional release of the relevant parties from all liabilities and other obligations in respect of such claim or action.

9.11 No Implied Indemnity

No person or entity shall be entitled to any form of equitable or implied indemnification at any time, except as provided by the Terms.

GOVERNING LAW AND DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND ZAFERSIGN HAVE AGAINST EACH OTHER ARE RESOLVED.

Governing Law

These Terms, and any dispute or claim arising out of or in connection with them, their subject matter, or their formation, including non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of Sri Lanka, without regard to conflict-of-laws principles.

Initial Dispute Resolution

Before commencing court proceedings, either party must provide the other with written notice describing the dispute and the relief sought, in accordance with the Notices section of these Terms. The parties shall use reasonable, good-faith efforts to resolve the dispute through direct consultation for thirty (30) days after receipt of the notice. This requirement does not prevent either party from seeking urgent interim or injunctive relief from a court of competent jurisdiction.

Jurisdiction and Venue

Subject to any mandatory rights available under applicable consumer protection laws, the courts of Colombo, Sri Lanka shall have exclusive jurisdiction to resolve any dispute or claim arising out of or in connection with these Terms, their subject matter, or their formation.

PRIVACY

Privacy

ZaferSign and you agree to comply with all Applicable Data Protection Laws as they relate to the processing of personal information contained in Your Content or otherwise provided to us under these Terms of Use. To the extent ZaferSign cannot comply with its obligations under Applicable Data Protection Laws, you may take reasonable and appropriate steps to help ensure that ZaferSign uses your personal information provided under these Terms or as part of the business relationship in a manner that complies with Applicable Data Protection Laws. In the event that the parties determine that specific data processing contracting provisions are needed in order to comply with Applicable Data Protection Laws, the parties agree to cooperate in good faith and execute an appropriate data processing agreement. You acknowledge that, the information you provide to us or that we collect will be used and protected as described in the ZaferSign Privacy Policy on our Website. Please read the Privacy Policy carefully.

Sub-Processors

ZaferSign may engage sub-processors in connection with the provision of the Services, including but not limited to for the processing of personal information in connection with Your Content.

Data Security Measures and Record Retention

ZaferSign shall implement and maintain appropriate and reasonable technical, physical, and organizational safeguards appropriate to the sensitivity of the personal information being processed under these Terms of Use and in accordance with Applicable Data Protection Laws.

We keep records of processing for legal reasons and is the property of ZaferSign and constitutes confidential information. We have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. The length of time for which we retain information depends on the purposes for which we collected and use it and/or as required to comply with applicable laws. However, we may be requested to make certain documentation available to Regulators pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulator(s) under the supervision of ZaferSign personnel and at a location designated by us. Furthermore, upon request, we may provide photocopies of selected documentation to the Regulator(s). The Regulator(s) may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies. You hereby authorize us to allow the Regulator(s) access to, and photocopies of, the documentation in the manner discussed above.

Data Security Incident

In the event of a Data Security Incident, we notify you of the breach without undue delay and no later than forty-eight (48) hours following us becoming aware of and verifying the existence of the Data Security Incident. In any such notification, ZaferSign shall provide you with sufficient information, as available at the time of notification, to assist you in assessing the Data Security Incident.

Marketing and Communications

By accessing and using the Platform, you hereby agree and acknowledge to the collection and use certain information for us to communicate with you and further market Services, features and other products to you. For information related to your rights and choices related to these types of communications, please refer to our Privacy Policy.

MISCELLANEOUS

Entire Agreement

These Terms, including these Terms of Use, our Privacy Policy, the applicable Supplemental Terms and any and all Platform Rules, constitute the entire and exclusive understanding and agreement between you and ZaferSign regarding your

access to and use of the Platform, including the App, and supersede and replace any and all prior or contemporaneous oral or written understandings or agreements between you and ZaferSign and regarding the subject matter hereof.

Assignment

You may not assign, transfer, delegate or sub-license any of your rights or obligations under the Terms, including by operation of law or merger or consolidation, without our express prior written consent, which may be granted or withheld in our sole discretion. Any attempted assignment, transfer, delegation or sub-license without the foregoing consent will be null and void. ZaferSign may assign, transfer, delegate and/or sub-license our rights and obligations under the Terms, in whole or in part, in its sole discretion, without restriction.

Subject to the foregoing, the Terms will bind and inure to the benefit of the parties, their successors and assigns.

No Agency

Except as otherwise expressly set forth herein, no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

Survival of Terms

Any provisions of the Terms that contemplate performance or observance subsequent to the expiration or termination of these Terms and Conditions of Use shall survive such expiration or termination.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to the Terms, will be in writing and given by ZaferSign (i) via e-mail (in each case to the address that you provide), or (ii) by posting to the Website or via the App. For notices made by e-mail, the date on which such notice is transmitted will be deemed the date of receipt.

Waiver

Our failure to exercise any right or enforce any obligation under these Terms of Use or to take action with respect to a breach by you or others will not constitute a waiver of such right, obligation or breach. The waiver of any right, obligation or breach will be effective only if in writing and signed by a duly authorized representative of ZaferSign. In addition, no waiver granted in any instance shall constitute a waiver in any other instance.

Remedies

Except as expressly set forth in the Terms, the exercise by either party of any of its remedies under the Terms will be without prejudice to its other remedies available under contract, at law, in equity or otherwise.

Severability

Except as otherwise provided in the Terms, if a court of competent jurisdiction finds any provision of the Terms to be invalid, void, or unenforceable, in whole or in part, for any reason, the offending provision will be enforced to the maximum extent permissible and will not affect the validity or enforceability of the remaining provisions, which will remain in full force and effect.

Headings

The headings in the Terms are included for reference purposes only, solely for convenience of the parties, and do not limit or otherwise affect the meaning, interpretation, or applicability of these Terms or of any of the provisions herein.

Third-Party Beneficiaries

Except as otherwise expressly set forth herein, the Terms do not and are not intended to confer any rights or remedies upon any person other than the parties hereto.

Construction

The parties agree:

- Unless the context requires otherwise, the plural shall include the singular and the singular the plural and any gender shall include any other gender.

- The terms “herein,” “hereof,” “hereunder,” “hereto,” and similar terms refer to the Terms collectively and as a whole, and not merely to the specific section, paragraph or clause in which the term appears.
- The term “or” connotes any combination of all or any of the items listed.
- All references of “include” or “including” or any variation thereof shall be deemed to include the terms “without limitation.”
- To the extent not prohibited by applicable law, these Terms shall not be construed against the party who drafted these Terms.

Contact Us

If you have any questions or concerns, please contact ZaferSign at support@zafersign.com.

California Residents

Pursuant to California Civil Code §1789.3, California residents are also entitled to the following specific consumer rights notice:

Complaints regarding the Platform or Services or requests to receive further information regarding use of the Platform or Services may be sent to the above email address or to

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 Boulevard, Suite N112, Sacramento, CA 95834 or by telephone at (800) 952-5210. TTY users may call (800) 735-2929. For additional information, visit <https://www.dca.ca.gov/>.

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Use of AI Technology

ZaferSign's Services may incorporate AI technologies, including generative, predictive, and agentic models. These AI systems may produce content or suggestions based on user input. While ZaferSign strives for accuracy and relevance, all AI-generated outputs should be reviewed by users for reliability. Use of AI-generated content is at the user's own risk.

AI Data Use Opt-Out

Users may request that their data not be used to train ZaferSign's AI models by contacting privacy@zafersign.com. ZaferSign will process such requests in accordance with applicable data protection laws and implement reasonable measures to honor them.

Third-Party Access and Use

ZaferSign may engage third-party service providers for the purpose of maintaining or enhancing the Platform. Such parties will access user data solely to perform services on ZaferSign's behalf and are bound by confidentiality and data protection agreements.

AI Output Disclaimer and Limitation of Use

ZaferSign's AI services may produce content that is factually incorrect, biased, misleading, or inappropriate. Users must not rely on ZaferSign's AI outputs as a substitute for professional advice, judgment, or verification. ZaferSign disclaims all warranties regarding the accuracy, legality, fitness for purpose, or outcomes of AI-generated content. Use of such content is entirely at the user's own risk.

Consumer Protection and Statutory Rights

Nothing in these Terms shall limit or exclude any statutory rights or remedies that cannot lawfully be limited or excluded under applicable consumer protection laws. In case of conflict, those mandatory statutory protections shall prevail.

United Arab Emirates Consumers

If you are a consumer in the United Arab Emirates, nothing in these Terms limits or excludes any rights or remedies that cannot lawfully be limited or excluded under applicable UAE consumer protection laws. To the extent of any conflict, those mandatory rights and remedies shall prevail. ZaferSign will provide clear information concerning the Services and applicable charges and will address consumer complaints fairly and promptly. You may first contact ZaferSign at support@zafersign.com and, where applicable, submit a complaint to the competent consumer protection authority in the UAE or the relevant Emirate.

Evolution of AI Models

ZaferSign's AI technology evolves continuously. Model outputs may vary over time as new data and improvements are applied. Users acknowledge and agree that consistency of results is not guaranteed, and ZaferSign shall not be liable for variance in model performance or output.