

Lime eSign – Terms of Use

1. General

These terms and conditions of service ("**Terms**") apply to the use of the electronic service called "Lime eSign" ("**Service**") for signing documents by different parties (either as a private person or as a representative of a legal person) developed and provided by Lime Technologies AB (publ) ("**Lime**"). A customer of **Lime** ("**User**") can use the **Service** – to initiate a signing process for any PDF document. Anyone can use the **Service** to sign a document at the request of a **User**. Any person/s who uses the Service (either as a private person or as a representative of a legal person) to sign a document (whereby a document may be signed by several persons) – at the request of a User – is herein referred to as a "**Signatory** or jointly **Signatories**". The Terms are an agreement between "**You**" (the Signatory or User) and Lime.

Lime always strives to improve the Service, and therefore reserves the right to, at any time and without informing the User beforehand, make updates and changes to the Service.

Lime reserves the right to, without liability, at any time, amend, add or remove parts of these Terms. It is Your own responsibility to stay informed of any update of the Terms each time You use the Service. Your continued use of the Service after changes have been made in the Terms means that You accept and agree to those changes.

The signing process can be described as follows. The User specifies the names and email addresses of the Signatories to sign the document. An email is sent to these Signatories email addresses informing them that they have been requested by a named User to sign a certain named document and providing them with a link to the signing page.

On the signing page, the Signatories have access to and can open the relevant document. They can choose to either sign the document with one of the four currently available verification methods – Swedish BankID, Norwegian BankID, Danish NemID/MitID, Finnish Trust Network (FTN) – or by using the Service's simple verification methods "Checkbox" or "Drawn Signature" – or refrain from signing.

The Service logs all significant information and events during the signing process – such as the Swedish BankID, Norwegian BankID, Danish NemID/MitID or Finnish Trust Network (FTN) electronical signatures of the Signatories and the communication in the process – and saves them in the evidence ledger of the Service. When the document has been signed by all Signatories, the Service seals a signed PDF document that contains inter alia the original document and a verification page including a unique digital signature for individualization and identification "the **Fingerprint ID**" for the original and the signed documents, references to electronical signatures, and the rest of the evidence ledger (the "**Sealed Document**").

The Sealed Document is automatically distributed to the Signatories via an e-mail and stored in the User's Lime CRM system.

When using Swedish BankID as signing method, Lime will retain the following information relating to each Swedish BankID signature:

- i. the Fingerprint IDs of the original document;

- ii. the date & time for the signature;
- iii. the Signatory's IP address; and
- iv. the BankID transaction ID, and its identifying data for the Signatory

Lime will retain this information for as long as Lime is providing the general Service and for five years thereafter.

When using Norwegian BankID as signing method, Lime will retain the following information relating to each Norwegian BankID signature:

- i. the Fingerprint IDs of the original document;
- ii. the date & time for the signature;
- iii. the BankID transaction ID, and its identifying data for the Signatory

Lime will retain this information for as long as Lime is providing the general Service and for five years thereafter.

When using Danish NemID as signing method, Lime will retain the following information relating to each Danish NemID signature:

- i. the Fingerprint IDs of the original document;
- ii. the date & time for the signature;
- iii. the NemID transaction information and its identifying data for the Signatory

Lime will retain this information for as long as Lime is providing the general Service and for five years thereafter.

When using Danish MitID as signing method, Lime will retain the following information relating to each Danish MitID signature:

- i. the Fingerprint IDs of the original document;
- ii. the date & time for the signature;
- iii. the MitID transaction information and its identifying data for the Signatory

Lime will retain this information for as long as Lime is providing the general Service and for five years thereafter.

When using the Finnish Trust Network (FTN) as signing method, Lime will retain the following information relating to each FTN signature:

- i. the Fingerprint IDs of the original document;
- ii. the date & time for the signature;
- iii. the FTN transaction information and its identifying data for the Signatory

Lime will retain this information for as long as Lime is providing the general Service and for five years thereafter.

When using the Checkbox verification method, no data will be retained by Lime for signature validation purposes. The Service will however log the following data from each Checkbox signing in the User's Lime CRM system, as well as in the Sealed Document:

- i. The Signatory's name, email address, IP address, web browser and operating system; and
- ii. The date & time for the signature.

When using the Drawn Signature verification method, no data will be retained by Lime for signature validation purposes. The Service will however log the following data from each Drawn Signature signing in the User's Lime CRM system, as well as in the Sealed Document:

- i. The Signatory's name, email address, IP address, web browser and operating system;
- ii. The hand drawn signature; and
- iii. The date & time for the signature.

User is responsible to procure that, for validation purposes, all other documentation and data provided by Lime (including but not limited to the original and Sealed Document) is stored by the User in its Lime CRM system (whether locally installed or as hosted by Lime) to enable future validation of its signed documents by Lime.

Any storing and retention of this and additional information related to a signing process is thus Your sole responsibility.

The Service shall only be used for its intended use as described in Section 2. The Service may not be used for any illegal activities, and You are always required to comply with applicable laws, rules, and guidelines for all use of the Service.

- i. without authorization uses another User's user credentials;
- ii. uses the Service in violation of the Terms or intends to use the Service in violation of applicable law;
- iii. uses the Service in such a way which may cause damage to Lime or a third party.

You are responsible for ensuring that Your use of the Service does not cause damage or infringes on the rights of others or violates applicable law. In the event You fail in this liability, You are responsible for such failure and shall indemnify and hold Lime harmless, also with regard to indirect damages.

2. Personal data and Cookies

In connection with Lime providing the Service, it is necessary for Lime to collect and process certain personal data regarding the Signatories and the User. Lime is an independent controller of such processing of Your personal data.

For more information regarding how Lime processes Your personal data, see our Privacy Policy on Lime's official homepage.

Lime uses cookies for the Service and on its website www.lime-technologies.com. For more information regarding Lime's use of cookies, see our Cookie Policy on Lime's official homepage.

LIME MAKES NO COMMITMENT THAT THE SERVICE WILL BE FREE FROM ERRORS,

DEFICIENCIES, DISTURBANCES, BUGS OR INTERRUPTIONS ETC. THE SERVICE IS PROVIDED AS IS WITHOUT ANY WARRANTIES OF ANY KIND AND IS USED BY YOU AT YOUR OWN RISK.

It is the responsibility of You to determine whether it is appropriate to use the Service to achieve the intended purpose for You. Lime accepts no liability whatsoever for any direct or indirect damages or losses resulting from or related to the use of the Service. This applies regardless of the reason for such damage or loss, i.e. whether due to interruptions in function or use; termination of a feature or of the Service; malfunction; faults; bugs; neglect; purpose failure; virus; loss of data, information or documentation; unauthorized access; operating or connection problems; infringement or any other reason.

Lime provides the Service to enable the User to collect electronic signatures and for the Signatory to sign documents electronically. As part of the Service, Lime seals the signed document and stamps its Fingerprint ID as digital signature on it. This procedure is done solely to create the possibility to subsequently verify that the contents of the document has not changed after signing. For avoidance of doubt, Lime's Fingerprint ID on the document has nothing to do with the contents of the document as such and does not mean that Lime is a Signatory or has any intent or liability to fulfill any obligations under the document.

You are aware that the Swedish BankID, Norwegian BankID, Danish NemID/MitID and Finnish Trust Network (FTN) verification methods provides a higher degree of validation certainty than the Service's simple verification methods "Checkbox" and "Drawn Signature", and it is your sole responsibility to select the level of required signing method.

It is Your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinions, advice, documents, contracts, or other content available through the Service. No part of the Service shall be regarded as legal advice. Lime shall not be liable for any errors or omissions in the content, or for the consequences of actions based on reliance on any content.

For the avoidance of doubt, Lime also does not assume any responsibility for the Signatories' authority to sign the document in question or for monitoring or ensuring the proper fulfilment of agreements and obligations included in the signed document. Lime has no obligation to intervene or assist in the event of a dispute regarding a document signed with the Service.

Lime's total liability in aggregate for all damages arising out of or related to the Service, whether in contractor or tort, or otherwise, shall under all circumstances be limited to a maximum of SEK 25,000 for each signing process.

3. Intellectual property rights

All ownership rights and intellectual property rights relating to the Service is proprietary to Lime. Lime's provision of the Service does not in any way entail any transfer or assignment of any intellectual property to the User or the Signatory. You undertake to respect all registered and non-registered intellectual property rights that exist or appear in the Service including, but not limited to, patent rights, trademark rights and copyright.

You may not decompile, disassemble, or reverse engineer the Service, nor alter or duplicate any aspect of the Service except as explicitly permitted by Lime.

4. Miscellaneous

If any provision of the Terms is held to be legally invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Failure by either party to enforce any provision of the Terms or to exercise any right in respect thereto shall not be construed as constituting a waiver of such provision or right unless express and in writing. No waiver shall be interpreted as setting a precedent.

Neither party shall be liable to the other for any delay or non-performance of its obligations under the Terms to the extent that such delay or non-performance arises directly from any cause or causes beyond its reasonable control and which the party could not reasonably be expected to have anticipated and the consequences of which the party could not have reasonably avoided or surmounted.

The parties' rights and obligations shall be entirely governed by Swedish law. The parties shall try to resolve amicably any disputes concerning the interpretation of these Terms or use of the Services. If a dispute cannot be resolved this way, the dispute shall be settled by arbitration administered by the Stockholm Chamber of Commerce Arbitration Institute (the Institute). If the disputed value does not exceed SEK 100,000 the Institute's Rules for Expedited Arbitration shall apply. If the disputed value exceeds SEK 100,000 the Arbitration Rules of the Stockholm Chamber of Commerce Arbitration Institute shall apply. If the disputed value is between SEK 100,000 and SEK 1,000,000 the Arbitral Tribunal shall consist of a sole arbitrator. If the disputed value exceeds the value of SEK 1,000,000 the Arbitral Tribunal shall consist of three arbitrators. The disputes value includes the claims made in the Request for Arbitration and any counterclaims in the Respondent's reply to the Request for Arbitration.