

**SPECIAL CONDITIONS OF USE FOR PRODUCTS OFFERED BY SOLUTIONS NOTARIUS –
CONSIGNO CLOUD® (hereinafter referred to as the “Special Conditions”)**

Between **SOLUTIONS NOTARIUS INC.**, a Portage Cybertech company, having its head office at 465 McGill Street, Suite 300, Montreal, Quebec, Canada H2Y 2H1 (“**Notarius**”) and you (hereinafter referred to as “**you**,” “**Purchaser**,” “**Instrumenting Party**,” “**Signer**” or “**Participant**,” as the case may be) (individually referred to as a “**Party**” and jointly referred to as the “**Parties**”).

Notarius has marketed an advanced, legally reliable electronic signature Web platform (“**ConsignO Cloud**”) enabling you to switch to 100% digital documentation for your Signature Projects, whether you are a professional exercising a regulated profession, a company manager, an employee, a customer, a partner, or an ordinary citizen.

The documents produced via ConsignO Cloud offer you a high level of legal reliability by incorporating all the evidence necessary to establish the origin and integrity of the documents produced.

Notarius grants you, in return for the payment of the required sums, a non-exclusive license, which is not transferable and not assignable to a third party in whole or in part, to use the ConsignO Cloud platform according to the terms and conditions described below.

By subscribing to and using ConsignO Cloud, you consent and accept, these Special Conditions.

1. GENERAL CONDITIONS

THESE SPECIAL CONDITIONS SUPPLEMENT THE [GENERAL TERMS OF USE](#), AND TOGETHER THEY GOVERN YOUR USE OF CONSIGNO CLOUD. THE GENERAL TERMS OF USE SHALL BE DEEMED TO FORM AN INTEGRAL PART HEREOF.

- 1.1. You, the participant in a Signature Project, assume full responsibility for the Personal Information, information, Data, texts, messages, and other content posted online or transmitted through ConsignO Cloud.
- 1.2. You, the participant in a Signature Project, retain all rights, titles, and interests in the intellectual property of such Personal Information, information, Data, texts, messages, and other content.
- 1.3. PDF document conversion. As part of your use of ConsignO Cloud, one of the platform’s features allows you to upload a document from the Microsoft Office Suite to convert it to PDF format. To access this feature, you agree to hold and retain a valid and up-to-date licensed copy of the Microsoft Office Suite.
- 1.4. Using the Interac® verification service. If you use the Interac® verification service when using ConsignO Cloud, you also agree to abide by their terms and conditions set out [here](#).
- 1.5. MongoDB Atlas. ConsignO Cloud’s encrypted databases are hosted on Canadian

soil on the cloud infrastructure of our provider MongoDB Atlas. As part of your use of ConsignO Cloud, you consent to the secure storage of your personal information or any other recorded information with that verified provider.

2. DEFINITIONS

Terms not defined in these Special Conditions have the meanings ascribed to them in the General Terms of Use.

- 2.1. **“Account Manager”**: A natural person designated by the Purchaser who holds the editing rights on all of an account’s shared content and the Purchaser’s settings, as well as user management and billing where applicable.
- 2.2. **“Administrator”**: A natural person designated by the Purchaser who holds the editing rights on all of an account’s Signature Projects, shared content, and the Purchaser’s settings, as well as user management and billing where applicable.
- 2.3. **“API Usage Limitations”**:
 - 2.3.1. Purchasers can make up to 25 API requests per minute when they apply to different projects and operations (login, workflow, documents). Requests for a given project (such as querying the status of a project and updating it) should not be made more than once every 10 minutes.
 - 2.3.2. All load testing, development, prototyping, and deep validation must be performed in the Sandbox environment. [Service Level Agreements](#) do not apply to Sandbox.
 - 2.3.3. Notarius may limit or suspend your use of the APIs when necessary to avoid harm or liability to other clients/individuals, or to preserve the security, stability, availability, or integrity of its Products.
- 2.4. **“Audit log”**: A digitally sealed report automatically generated by ConsignO Cloud in which the signed document(s) (subject of the Signature Project) is(are) incorporated in PDF/A-3 format.
- 2.5. **“Authentication of Signers”**: All Signers in a Signature Project must authenticate themselves in order to be able to sign a document. By default, ConsignO Cloud requires two-factor authentication to use a trusted electronic signature. The solution deployed, for a given organization, may not require the use of a second authentication factor and, for these cases only, ConsignO Cloud would use a separate digital certificate to sign the document.
- 2.6. **“ConsignO Cloud - API Plan”**: The ConsignO Cloud API enables quick and easy integration with Notarius’s ConsignO Cloud platform within the Purchaser’s application(s) to create a comprehensive electronic signature experience for its users. When a Purchaser only needs to launch signature projects by an application to have documents signed using the ConsignO Cloud electronic signature graphical interface, the Purchaser can choose this type of package, provided that a valid Lot of signature projects has been previously purchased. This package includes an

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Administrator account (i.e. a single user license to access the API). In addition, all Signature Projects must be initiated and sent using this API.

- 2.7. **“Deletion of Signature Projects & Trash”**: Signature Projects may be initially deleted by an Instrumenting Party or on the expiration of the particular archiving period defined for the account. When deleted, a signature project is marked for deletion and moved to the trash for an additional 30 days. An Instrumenting Party may retrieve documents from deleted signature projects from the trash. However, once the additional 30-day period has expired, the Signature Project and its associated documents will be permanently deleted from the ConsignO Cloud platform without the possibility of recovery.
- 2.8. **“Document Encryption”**: All documents uploaded to the ConsignO Cloud platform are encrypted. They are only accessible to Participants included in a Signature Project.
- 2.9. **“Electronic Signature with Verified Identity”**: The electronic signature chosen by the Instrumenting Party and/or the Purchaser for which certain attributes of the Signer’s identity have been provided by a third party, such as the *Interac*® verification service.
- 2.10. **“Free Plan”**: Upon expiry of the free trial, an individual plan, or any other plan not associated with your organization, your account will be migrated to the Free Plan. This free plan allows you to continue to access ConsignO Cloud after the account migration. Specifically, the Free Plan allows you to continue to launch Signature Projects, but with certain limitations, including a limited number of Projects that can be launched, a limited number of Participants in a given Signature Project, and the deletion of Projects seven days after their completion.
- 2.11. **“Instrumenting Party”**: A person or entity that creates, defines, and initiates a Signature Project. The Instrumenting Party is notified of the progress made on the Signature Project and has access to the Signature Project’s Audit Log as well as to the Final Project once it has been completed. The Instrumenting Party is the person who selects the role of the Participants to be added to a Signature Project and, if applicable, their authentication mode.
- 2.12. **“Integrated Signer”**: A person who can sign a Signature Project initiated by and integrated with a third-party system (e.g. the Purchaser’s website).
- 2.13. **“Lot”**: The number/volume of Signature Projects that the Purchaser is entitled to initiate during the year following the activation of the Lot purchased.
 - 2.13.1. Each lot purchased is valid for a maximum period of one (1) year from the date of the official launch of the first signing project for that Lot.
 - 2.13.2. The start date of the first Lot begins when the service is set up by Notarius or, at the latest, three (3) months after the date of purchase of the Lot. The first Lot purchased is valid for a maximum period of one (1) year.
 - 2.13.3. Each Lot subsequently purchased will be valid for a maximum period of one (1) year at the pricing in effect at that time. The new Lot will activate when the

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current Lot expires or has been exhausted.

2.13.4. Each subsequent Lot will be charged prior to its use.

2.13.5. If unused Signature Projects remain in a Lot on its one-year anniversary date of its purchase, the remaining Signature Projects will be lost without compensation.

2.13.6. If the number of Projects in the Lot that has been purchased is consumed before the maximum period of one (1) year has elapsed, and if the Purchaser wishes to launch additional Signature Projects during that same period, they must purchase a new Lot from Notarius at the current pricing.

2.14. **“Participants in a Signature Project”**: A person who is invited, depending on their role, to sign and/or complete a text field and/or approve a Signature Project, among other things. Participants authenticate themselves to ConsignO Cloud according to the method previously defined by the Instrumenting Party before completing the requested action.

2.15. **“Project Initiator Authentication Delegation Function”**: Optional paid feature of the Enterprise plan, whose purpose is to delegate to the Purchaser the authentication of Instrumenting Parties when accessing ConsignO Cloud.

2.16. **“Reasonable Use”**: ConsignO Cloud is limited to reasonable and non-abusive use.

For packages that ***do not*** offer an unlimited number of projects, the authorized volume of Signature Projects is based on normal usage, for each Signature Project, to a maximum of five (5) documents per project and/or a maximum of ten (10) signatures per project. If more than 20% of the Signature Projects launched exceeds one of these two limits, an additional charge of \$2.00 per project may apply. Notarius shall notify the Purchaser at least thirty (30) days in advance of the potential surpassing of this limit.

For packages ***offering*** an unlimited number of projects, it is expected that the average annual number of projects sent by each Instrumenting Party will not exceed five hundred (500) Projects, excluding projects sent by bulk sending. For example, for a subscription to the Business 5 plan, if Notarius finds that in less than one year more than 2,500 projects have been launched, an additional fee of \$2.00 per project may be applied. Notarius shall notify the Purchaser at least thirty (30) days in advance of the potential surpassing of this limit.

2.17. **“Signature Project”**: A Signature Project is a set of one or more documents requiring the signature of one or more Signers to be managed in the same workflow initiated by an Instrumenting Party or by an automated system having access to ConsignO Cloud. Although Notarius does not have access to them, all of the Purchaser’s documents and Signature Projects sent by the ConsignO Cloud platform are confidential information within the meaning given in the Products’ General Terms of Use, without it being necessary to identify them as such.

2.18. **“Signer”**: A natural person who is invited, by notification of the Instrumenting Party, to affix their electronic or digital signature to the document or documents

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subject to the notification, using ConsignO Cloud. The Signer may be the Purchaser or a third party who is a participant in the Signature Project concerned.

- 2.19. **“Signer Authentication Delegation Function** *(integration with the IdP via SAML)*”: An optional paid feature of the Enterprise plan which allows Purchaser to use its IdP to authenticate signers managed under its domain. A dedicated digital certificate in the Purchaser’s name (organization) or a platform under its control must be set up to ensure that ConsignO Cloud uses it when the Purchaser’s IdP authenticates a Signer.
- 2.20. **“Your Content”**: Refers to all texts, files, images, graphics, illustrations, information, data (including Personal Information as defined in the General Terms of Use), and other content and materials, in any format, provided by you or the Participants in a Signature Project that is in, or runs on or through, ConsignO Cloud.

3. PURCHASER'S RESPONSIBILITIES AND OBLIGATIONS

As a Purchaser, you accept, acknowledge, and you agree to:

- 3.1. Use the ConsignO Cloud platform by applying and abiding by the Terms and Conditions.
- 3.2. Ensure that the purchased Project Lots remain active (valid for one year for each Lot from the date of purchase).
- 3.3. If unused Signature Projects remain in a Lot on the one-year anniversary date of its purchase, the remaining Signature Projects will be lost without compensation.
- 3.4. Manage access to the ConsignO Cloud platform, for example by inviting Instrumenting Parties to create their accounts or by removing access when required.
- 3.5. Ensure that the Instrumenting Party’s account is used by only one person (one license per Instrumenting Party only).
- 3.6. Ensure that the Instrumenting Party’s access is removed from ConsignO Cloud no later than the same day that the Instrumenting Party’s use is suspended or terminated. The Instrumenting Party must be removed before the suspension or termination of employment becomes effective.
- 3.7. Be responsible for training Instrumenting Parties and individuals in their organization and ensure that they use ConsignO Cloud in accordance with the instructions given by Notarius from time to time.
- 3.8. Be fully responsible for implementing internal administrative policies and practices to prevent unauthorized access, use, modification, or disclosure of the Products, the Data or the Personal Information by unauthorized Parties using equipment under your control.
- 3.9. Be fully responsible for ensuring, if the Signer Authentication Delegation Function is chosen, that Signers, Instrumenting Parties, and Participants apply security methods

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to their work sessions to prevent unauthorized access to ConsignO Cloud.

- 3.10. Are exclusively liable to a third party in the event that the third party has suffered damage because they have signed a document as part of a Signature Project by virtue of confirmation that a person was one of your Instrumenting Parties when that person was no longer an Instrumenting Party at the time the document in question was signed. You alone or by extension your Company would be liable, with respect to such third party, and would be considered exclusively liable for damages resulting from the failure to remove access for this Instrumenting Party to the ConsignO Cloud Platform.
- 3.11. Regarding API usage (if applicable), you agree to:
- 3.11.1. Obtain API identifiers (an API key and an API Secret) from their ConsignO Cloud entity;
 - 3.11.2. Be solely responsible for all activities associated with these API identifiers, whether or not you have knowledge of these activities;
 - 3.11.3. Keep your API credentials in a secure place, use them only as the only way to access the ConsignO Cloud API, and never share your API Secret with third parties.
 - 3.11.4. Ensure that all passwords and other access identifiers are kept strictly confidential and are not shared with any unauthorized person.
 - 3.11.5. Be solely responsible for the authentication of end users via the ConsignO Cloud API and agree to indemnify, defend, and hold Notarius harmless from any claims related to such authentication.
 - 3.11.6. Contact Notarius as soon as possible if you wish to increase your transaction limit.

4. INSTRUMENTING PARTY'S RESPONSIBILITIES AND OBLIGATIONS

ConsignO Cloud allows you to have one or more Signers sign an electronic document.

As an Instrumenting Party, you:

- 4.1. Recognize that, in very rare cases, the law requires a particular form of document or signature for a given legal act.
- 4.2. Agree to verify prior to any new Signature Project that the planned use of ConsignO Cloud complies with the requirement of 4.1. Notarius does not offer any guarantee in this respect.
- 4.3. Acknowledge that when you set up a third-party application password in ConsignO Cloud for integration and use from that third-party application, you give the third-party application the right to log in on your behalf to your ConsignO Cloud account. By the same token, you acknowledge and agree that Notarius shall not be liable for any possible damage and/or compromise of access, Personal Information, Data, or security that has been caused to your account by this third-party application and/or incomplete and/or erroneous integration of the API.

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- 4.4. Agree to ensure that the type of Electronic Signature defined for each of the Signers involved in your Signature Project corresponds to the level of trust required for your documents to be signed and your internal processes.
- 4.5. Must be able to demonstrate, when using a Trusted Electronic Signature to sign a document included in the Signature Project, the link between the Signer's identity, their email address, and the authentication factor, such as a telephone number used for their identification and authentication in the signing process, in order to ensure enforceability of the signed document against third parties.
- 4.6. Must validate the signatures of third parties affixed to the document at the conclusion of the Signature Project.
- 4.7. Are responsible for downloading the signed documents once your Signature Project has been completed.
- 4.8. Are responsible for downloading, storing, and distributing the Audit Log related to the Signature Project as required which will provide additional evidence in the event of a dispute or litigation.
- 4.9. Agree to inform Signers on how to use ConsignO Cloud and how to comply with their obligations, including compliance with the Terms and Conditions.

5. SIGNER'S RESPONSIBILITIES AND OBLIGATIONS

ConsignO Cloud allows you, among other things, to sign electronic documents included in a Signature Project in which you are one of the Signers.

By participating in the signing process for such Projects and affixing your Signature, you:

- 5.1. Confirm that the credentials used to identify and authenticate you to ConsignO Cloud, i.e. your email and/or phone number, are active, true, accurate, current, complete and under your sole control, regardless of your location in the World. You agree to provide the Instrumenting Party with any required updates.
- 5.2. Consent that some of your personal information such as your email and/or phone number and/or IP address may be included in the Instrumenting Party's address book or in the metadata of the document you are about to sign, in order to show without any doubt your active participation in the process via the ConsignO Cloud platform.
- 5.3. Confirm your acceptance to receive communications, at these same identifiers (email address and/or telephone number), for all Signature Projects in which you are involved.
- 5.4. You also acknowledge:
 - 5.4.1. You are bound to this document with the same legal effects as if you had affixed

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your handwritten signature on an equivalent paper document.

5.4.2. It is your sole responsibility to review the content of each electronic document that you are about to sign prior to signing it.

5.4.3. You have completed these prior verifications and undertake your contractual liability for the documents signed.

5.5. You agree to receive an email allowing you to access the final documents intended for you, when all the documents of a Signature Project in which you were involved have been signed by all the signers concerned.

5.6. Finally, when you are identified as a Signer with a Digital Signature to sign such Projects, you:

5.6.1. Acknowledge that the use of your Digital Signature certificate is a PERSONAL RIGHT and that it is STRICTLY FORBIDDEN to entrust or disclose to anyone the information that enables its use. A breach of this obligation may not only result in the revocation of your Digital Signature Certificate without further notice or delay but may also be reported immediately and without further notice to your Order or Professional Association for Digital Signature Professionals Holders.

5.6.2. Comply with Notarius's [Certificate Policy](#) and the Specific Terms of Use of CertifiO product, available on its website, and its amendments.

5 NOTARIUS'S RESPONSIBILITIES AND OBLIGATIONS

6.1 Supply of the Products. Subject to the payment of all applicable fees and compliance with all Terms and Conditions, including the Special Conditions, Notarius undertakes to supply the Products to the Purchaser and such Products shall be fully provided in accordance with their Product Specifications. The Purchaser also accepts that the Products may be supplied, in whole or in part, by a third party.

6.2 Parties. Notarius is not a party to any of the legal acts exchanged between the Client and another party in connection with the Products, Notarius acting only as an intermediary providing a technological platform.

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