

These Terms of Use (the “Aadhaar e-Sign Services Terms”) govern the use of the Aadhaar e-KYC services as an authentication feature of Adobe Sign (“Aadhaar e-sign Services”). If Customer does not accept these mandatory Terms of Use, Customer is not authorized to use the Aadhaar e-sign Services.

- 1. Contracting Entity.** The contracting entity for these Terms of Use is the Indian Affiliate of Adobe, Adobe Systems India Private Limited, a company incorporated under the laws of India, having its registered office at Level 2, Elegance Building, Campus 217, Mathura Road, Jasola District Complex, Jasola, New Delhi 110025, India (“**Adobe India**”).
- 2. Services.** Pursuant to the License granted to you by Adobe, you are engaging Adobe India, on an exclusive basis, to provide the Aadhaar e-sign Services.
- 3. Fees.** Subject to the payment of fees to Adobe for the License, there are no fees payable to Adobe India for the Aadhaar e-sign Services under these Aadhaar e-sign Services Terms.
- 4. Responsibilities & Restrictions**
 - 4.1 Responsibilities of Adobe India.** To enable your End Users to electronically sign using the Aadhaar e-sign Services, Adobe India will:
 - (A) integrate with the e-Sign Service Provider’s API as per the e-Sign Service Provider’s API specifications issued by the Controller of Certifying Authorities;
 - (B) integrate the Aadhaar e-sign into Adobe Sign;
 - (C) be responsible for maintaining audit trails for all the transaction that includes the transaction details, timestamp and Aadhaar e-KYC response; and
 - (D) obtain the consent of the End User to authenticate such End User’s identity for the purpose of rendering Aadhaar e-sign Services.
 - 4.2 Your obligations.**
 - (A) You will be responsible for:
 - (1) ensuring that:
 - (a) the End User is an Indian resident holding an Aadhaar Number,
 - (b) the End User signs the electronic record in accordance with applicable Law,
 - (2) complying with all applicable Laws (including Personal Data Protection Bill, 2019 (once enacted), and other applicable guidelines issued by the UIDAI regarding the usage of Aadhaar e-KYC for authentication of an End User, guidelines and rules laid down by the Controller of Certifying Authorities regarding the e-sign service, etc.) at all times including without limitation, all relevant laws and regulations in relation to data storage and data protection relating to Aadhaar Number-based identity information;
 - (3) all or any End User data as entered into, supplied or used in the Aadhaar e-sign Services;
 - (4) determining the suitability of the Aadhaar e-sign Services for your business and complying with any Laws applicable to End User data and your use of the Aadhaar e-sign Services, and in relation to this, you grant to Adobe India the non-exclusive right to process End User data (including personal data): (i) for providing the Aadhaar e-sign Services; (ii) to verify your compliance with the provisions of these Aadhaar e-sign Services Terms if Adobe India has grounds to suspect that you are not complying with the applicable Laws and these Aadhaar e-sign Services Terms; and, (iii) as otherwise set forth in the Terms.
 - (B) You will use commercially reasonable security technologies (including, if applicable, encryption, password protection and changes, and firewall protection) in utilizing the Aadhaar e-sign Services provided by Adobe India. You will implement information security policies and safeguards to preserve the security, integrity, and confidentiality of End User data, including personal data, and to protect against unauthorized access and anticipated threats or hazards. Such security technologies and processes will not be lower than the minimum standards specified in the IT Act and other applicable Laws.

- (C) You agree that you have collected and must maintain and handle all personal data contained in End User data in compliance with all applicable data privacy and protection Laws. You authorize Adobe India to process all personal data in accordance with the applicable data protection Laws. You will adopt a data privacy policy to protect the privacy of the End Users and such data privacy policy will comply with data privacy norms specified by the IT Act and other applicable Laws including the Personal Data Protection Bill, 2019 (once enacted).
- (D) You undertake to hold in strictest confidence, and absolutely refrain from in any manner divulging, discussing, disclosing or in any manner directly or indirectly using the Aadhaar Number, name, address, age, date of birth, relationships and other demographic information, as also, Biometric Information of an End User, other than for purposes set out under the Terms. You shall not store the information listed in this section in its database or in any storage device of any nature whatsoever of any kind whatsoever, removable storage devices or in physical form.
- (E) You undertake and accept that Adobe India will have no responsibility in relation to failures that may take place during the electronic sign process, including but not limited to, failures as a result of, reject, network, or connectivity failure, device failure, software failure, possible down time and central identities data repository, etc.
- (F) You agree and accept that Aadhaar e-sign Services offered by Adobe India are completely dependent upon the services provided by the e-KYC Provider and the e-Sign Service Provider and services may be disrupted, impacted or stopped, in which case the Aadhaar e-sign Services provided by Adobe India will be similarly disrupted, impacted or stopped. You agree and accept that Adobe Sign provided by Adobe India is on a best effort basis, and no liability can be imposed on it for disruption, impact or stoppage, whatsoever.
- (G) If there are any investigations around electronic signature related fraud(s) or dispute(s), you must extend full cooperation to Adobe India and the e-KYC Provider, the e-Sign Service Provider, relevant Government Authority, and/or any other authorized investigation agency, including, but not limited to, providing access to their premises, records, personnel and any other relevant resource / information, etc. of or pertaining to its electronic signature.

4.3 Restrictions. You must not, and ensure that others do not, do the following with respect to the Aadhaar e-sign Services:

- (A) use the Aadhaar e-sign Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds your authorized use or usage metrics set forth in the License;
- (B) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Aadhaar e-sign Services available for access by third parties except with the prior written approval of Adobe India;
- (C) access or use the Aadhaar e-sign Services for the purpose of developing or operating products or services intended to be offered to third parties in competition with Adobe India or allow access by a direct competitor of Adobe India;
- (D) reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Aadhaar e-sign Services or technologies;
- (E) use the Aadhaar e-sign Services in a way that: (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene.
- (F) interfere with or disrupt the integrity, operation, or performance of the Aadhaar e-sign Services or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or circumvent or disclose the user authentication or security of Adobe India or any host, network, or account related thereto.

4.4 Suspension of Access. Adobe India may suspend any use of the Aadhaar e-sign Services, or remove or disable any account or content that Adobe India reasonably and in good faith believes violates these Aadhaar e-sign Services Terms. Adobe India will use commercially reasonable efforts to notify you prior to any such suspension or disablement, unless Adobe India reasonably believes

that: (a) it is prohibited from doing so under applicable Law or under legal process (such as court or Government Authority, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to the Aadhaar e-sign Services or a third party. Under circumstances where notice is delayed, Adobe India will provide notice if and when the related restrictions in the previous sentence no longer apply.

5. Confidentiality

- 5.1 You will treat all information, which is disclosed to it as a result of the operation of these Aadhaar e-sign Services Terms, as Confidential Information, and shall keep the same confidential, maintain secrecy of all such information of confidential nature and shall not, at any time, divulge such or any part thereof to any third party except as may be compelled by any court or agency of competent jurisdiction, or as otherwise required by law, and shall also ensure that same is not disclosed to any person voluntarily, accidentally or by mistake.
- 5.2 You must undertake all measures, including security safeguards, to ensure that the information in your possession or control, as a result of operation of these Aadhaar e-sign Services Terms, is secured and protected against any loss or unauthorised access or use or unauthorised disclosure thereof.
- 5.3 You agree that information liable to be disclosed under the Right to Information Act, 2005, shall not be considered as Confidential Information.

6. Term & Termination

- 6.1 **Term.** These Aadhaar e-sign Services Terms will commence on the date on which you first use the Aadhaar e-sign Services, and will continue until you stop using the Software or Service(s) and / or Aadhaar e-sign Services (as the case may be).
- 6.2 **Termination.**
 - (A) Adobe India may, at any time, terminate or suspend your right to use and access Aadhaar e-sign Services if:
 - (1) you breach any provision of this Aadhaar e-sign Services Terms (or act in a manner that clearly shows you do not intend to or are unable to, comply with the Terms);
 - (2) Adobe India is required to do so by law (for example, where the provision of the Aadhaar e-sign Services to you is or becomes, unlawful); and
 - (3) Adobe India elects to discontinue the Aadhaar e-sign Services, in whole or in part (such as if it becomes impractical for us to continue offering Services in your region due to change of law).
 - (B) Adobe may, by providing notice of 15 days to you, terminate these Aadhaar e-sign Services Terms.
- 6.3 **Consequences of Termination.** If these Aadhaar e-sign Services Terms are terminated under section 6.2:
 - (A) use rights granted to you with respect to the Aadhaar e-sign Services will immediately terminate;
 - (B) Adobe India's obligation to provide the Aadhaar e-sign Services will immediately terminate;
 - (C) you will return to Adobe India all Adobe India's materials, including Adobe Technology, software, files, documents, reports and specifications of Adobe India deployed and / or provided for the provision of the Aadhaar e-sign Services to you; and
 - (D) you will return all Confidential Information to Adobe India as per the instructions of Adobe India.
- 6.4 **Survival.** The following sections of these Aadhaar e-sign Services Terms will survive the termination of these Aadhaar e-sign Services Terms: section 1 (Contracting Entity), section 5

(Confidentiality), section 6 (Term and Termination), section 7(Miscellaneous), and section 8 (Definitions and Rules of Interpretation).

7. MISCELLANEOUS

7.1 Indemnification & Liability.

- (A) You will indemnify and hold harmless, Adobe and Adobe India from and against all claims, liabilities, losses and incurred costs, fines, penalties, expenses, taxes, assessment, punitive damages, fees (including advocate's/ attorney's fee), liabilities (including any legal and other expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened legal action or proceeding), judgments, awards, assessments, obligations, damages, etc., which Adobe and Adobe India may suffer or incur arising out of, or in connection with:
- (1) any act, neglect, default or omission by you, your subsidiaries or any person associated with you in relation to carrying out of your obligations under these Aadhaar e-sign Services Terms, including but not limited to liabilities arising from any decision of any Government Authority, from time to time, unauthorized use or disclosure of Confidential Information and failure to comply with data protection and storage requirements, as prescribed by e-KYC Provider, from time to time and failure to comply with the applicable law;
 - (2) any breach by you of the terms and conditions or its obligations under these Aadhaar e-sign Services Terms;
 - (3) any breach by you of your obligations under any law(s).
- (B) In the event of a third party bringing a claim or action against Adobe and Adobe India or the e-Sign Provider, as a consequence of the use of Aadhaar e-sign Services by you in breach of these Aadhaar e-sign Services Terms, you must defend and / or to assist Adobe India in defending, at your cost, such claims or actions, either in a legal proceeding or otherwise.
- (C) Notwithstanding anything to the contrary contained in these Aadhaar e-sign Services Terms, in no event shall Adobe and Adobe India be liable for any indirect, consequential, special, exemplary or incidental damages or losses of any kind whatsoever under these Aadhaar e-sign Services Terms (even if such damages are foreseeable or that party has been advised or has constructive knowledge of the possibility of such damages).
- (D) Notwithstanding anything mentioned under these Aadhaar e-sign Services Terms, the parties agree that except for breach of obligations under applicable laws (including but not limited to laws/regulations/guidelines notified by UIDAI and/or CCA), the total liability of Adobe India, under these Aadhaar e-sign Services Terms will not exceed INR ten (10) lakhs. You further agree to render reasonable support, assistance or co-operation to Adobe India in case of any enquiry and/or investigation that is initiated against Adobe India due to any act or omission of the other party under these Aadhaar e-sign Services Terms.

7.2 **Notices.** Any notice to Adobe India given under these Aadhaar e-sign Services Terms must be in writing by email to: ContractNotifications@adobe.com.

7.3 **Entire Agreement.** These Aadhaar e-sign Services Terms along with any other document referred to in these Aadhaar e-sign Services Terms, constitute the entire agreement of the parties relating to the subject matter hereof, and supersedes all the documents entered between the parties and/ or their respective Affiliates.

7.4 **Governing Law.** Subject to section 7.5, these Aadhaar e-sign Services Terms will be governed by and construed in accordance with the laws of India.

7.5 Dispute Resolution.

- (A) Any dispute arising out of or in connection with these Aadhaar e-sign Services Terms, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration under the Arbitration Rules of International Chambers of Commerce ("**ICC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this section.

- (B) The substantive law governing the arbitration agreement contained in this section 8.6 is Indian law, particularly, Part – I of the Arbitration and Conciliation Act, 1996.
 - (C) The seat of the arbitration will be Singapore and venue of arbitration will be New Delhi, India.
 - (D) The tribunal will consist of one arbitrator appointed by mutual agreement between the parties within 15 days of receipt of the request for arbitration by respondent. If parties fail to mutually agree on the appointment of the sole arbitrator within the prescribed time, the appointing authority under the ICC Rules will appoint the sole arbitrator.
 - (E) The sole arbitrator will be a person of neutral nationality.
 - (F) The language of the arbitration will be English.
 - (G) Nothing in these Aadhaar e-sign Services Terms confers or purports to confer on any third party any benefit or any right to enforce any term of these Aadhaar e-sign Services Terms under the Contract (Rights of Third Parties) Act.
 - (H) Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over the parties.
- 7.6 **Assignment.** These Aadhaar e-sign Services Terms and the rights and liabilities hereunder will bind and inure to the benefit of the respective successors of the parties hereto. Except to the extent expressly permitted within these Aadhaar e-sign Services Terms, the parties will not assign or transfer any of their rights and liabilities hereunder to any person without the prior written consent of the other parties.
- 7.7 **Severability.** If any provision of the Aadhaar e-sign Services Terms is held invalid or unenforceable for any reason, the remainder of the Terms will continue in full force and effect.
- 7.8 **Further Assurances.** If an approval or consent is required from a Government Authority to fulfil the obligations of either party under these Aadhaar e-sign Services Terms, the relevant party will, in good faith, exercise its best efforts to obtain the relevant approval or consent and the other party will co-operate and render all assistance necessary for the procurement of such approval or consent.
- 7.9 **Disclaimer of Warranties.** Adobe India does not give any kind of warranties for the Aadhaar e-sign Services, which are being provided on an 'as-is' basis. Adobe India does not warrant that its services will be error/defect free. Adobe India hereby disclaims all guarantees, warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of reasonable care or workmanlike effort, all with regard to its services. Also, there is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence to description, or non-infringement with regard to the software/system/services.
- 7.10 **Force Majeure.** The parties agree that neither of them shall be liable to the other for any loss, delay, damage or other casualty suffered or incurred by the other owing to earthquakes, floods, fires, pandemics, explosions, acts of God, war, terrorism, or any other such cause, which is beyond the reasonable control of the party and any failure or delay by any other party in the performance of any of its obligations under these Aadhaar e-sign Services Terms owing to one or more of the foregoing causes shall not be considered as a breach of any of its obligations under these Aadhaar e-sign Services Terms. The parties however agree that any financial failure or non-performance of any financial obligations or covenants of the parties shall not constitute force majeure. The party claiming benefit of force majeure shall however not be entitled to the same unless it has intimated the other party of the occurrence of such an event within a period of seventy hours from the occurrence of such force majeure event indicating therein the steps that it is taking or intending to take to mitigate the effect of such force majeure on the performance of his obligations under these Aadhaar e-sign Services Terms.
- 7.11 **No Waiver.** Our failure to enforce or exercise any provision of the Aadhaar e-sign Services Terms is not a waiver of that provision.

8. DEFINITIONS & RULES OF INTERPRETATION

8.1 Definitions.

- (A) **“Aadhaar e-KYC”** means the transfer of digitally signed demographic data such as name, address, date of birth, gender, mobile number, email address, photograph, etc. of an individual collected and verified by e-KYC Provider on successful authentication of the same individual.
- (B) **“Aadhaar Number”** means an identification number issued to an individual under Section 3(3) of the Aadhaar Act, and includes any alternative virtual identity generated under Section 3(4) of the Aadhaar Act.
- (C) **“Adobe”** means Adobe Systems Software Ireland Limited.
- (D) **“Adobe India”** has the meaning given to the term in section 1 of these Aadhaar e-sign Services Terms.
- (E) **“Adobe Technology”** means technology owned by Adobe India or licensed to Adobe India by a third party (including software tools, algorithms, software (in source and object forms), user interface designs, architecture, toolkits, plug-ins, objects, network designs, processes, know-how, methodologies, trade secrets, and any related intellectual property rights throughout the world), and feedback made to Adobe India that are incorporated into any of the foregoing (which are hereby irrevocably assigned to Adobe India), as well as any of the modifications, or extensions of the above, whenever or wherever developed and for the purpose of this Aadhaar e-sign Service Terms includes technology forming part of Aadhaar e-sign Services .
- (F) **“Affiliate”** means, for a party, any other person that controls, is controlled by, or under common control with, the party. For the purposes of this definition, the term “control” means the direct or indirect power to direct the affairs of the other person through at least 50% of the shares, voting rights, participation, or economic interest in this person.
- (G) **“Biometric Information”** shall have the same meaning as ascribed to such term under the Aadhaar Act.
- (H) **“Certifying Authority”** or **“CA”** shall have the same meaning as such term is defined in Information Technology Act, 2000 and rules and regulations made thereunder, as amended from time to time.
- (I) **“Controller of Certifying Authorities”** or **“CCA”** shall have the same meaning as such term is defined in Information Technology Act, 2000 and rules and regulations made thereunder as, amended from time to time.
- (J) **“e-KYC Provider”** means UIDAI or any other e-KYC provider, as listed in e-Authentication Guidelines by CCA.
- (K) **“e-Sign Electronic Signature”** means an online electronic signature service in which the key pair generation, certification of the public key by the CA and digital signature creation for electronic document are facilitated by the e-Sign Service provider instantaneously within a single online service based on successful authentication of the e-Sign User using Aadhaar e-KYC.
- (L) **“e-Sign Service Provider”** means a CCA- licensed Certifying Authority which provides e-Signature services.
- (M) **“End User”** means any individual or company that receives, reviews, accepts, signs, approved, transmits, delegates action to a third party or otherwise interacts with Adobe Sign.
- (N) **“Government Authority”** means the Government of India, any other nation or any political subdivision of any of the foregoing, whether state or local, and any agency, authority, instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of government, including any self-regulatory organization.
- (O) **“IT Act”** means the Information Technology Act, 2000 and the rules / regulations framed thereunder and includes any statutory amendment / modification thereto.
- (P) **“Laws”** means all applicable federal, state, provincial laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of a Government Authority, in any applicable jurisdiction.
- (Q) **“License”** means the license granted by Adobe to you to use Adobe Sign.
- (R) **“OTP”** means a one-time password sent to the End User’s mobile number, for the purpose

of authentication.

- (S) **“Terms”** means the agreement between Adobe and you for the License.
- (T) **“UIDAI”** means Unique Identification Authority of India under Aadhaar Act, 2016, or any of its successors in office.

8.2 **Rules of Interpretation.** In these Aadhaar e-sign Services Terms, unless the contrary intention appears or the context otherwise requires:

- (A) all references in these Aadhaar e-sign Services Terms to a statutory provision will be construed to mean and include:
 - (1) any statutory modifications, consolidation and re-enactment (whether before or after the execution date of these Aadhaar e-sign Services Terms) for the time being in force,
 - (2) any statutory instruments or orders made pursuant to a statutory provision, and
 - (3) any statutory provisions resulting from consolidations, re-enactments or modifications of any other statutory provision;
- (B) headings in these Aadhaar e-sign Services Terms are inserted for convenience only and will not affect the construction or interpretation of any of the provisions of these Aadhaar e-sign Services Terms;
- (C) where appropriate, words denoting the singular will include the plural and vice versa and words denoting the masculine will include the feminine and neuter;
- (D) a reference to an agreement, deed, instrument or other document include the same as amended, novated, supplemented, varied or replaced from time to time;
- (E) the expression “including”, “includes”, “include”, “amongst others” or “inter alia” will have the meaning as if followed by “without limitation”;
- (F) writing includes any method, including electronic, of representing or reproducing words in a legible form;
- (G) reference to persons will include body corporate, unincorporated associations, partnerships and any organization or entity having legal capacity;
- (H) any reference to a document in ‘agreed form’ is to a document in a form agreed between the parties;
- (I) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it; and
- (J) references to the knowledge, information, belief or awareness of any person will be deemed to include the knowledge, information, belief or awareness of such person after making reasonable inquiries which would be expected or required from a person of ordinary prudence.