

## Terms and Conditions

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BulkSigner® is a brand fully owned by e2Serv ventures Pvt. Ltd. having its corporate office at e2Serv Ventures Pvt. Ltd., 204, Chawla Complex, Sector 15, CBD Belapur, Navi Mumbai – 400614.

By clicking on the checkbox, buyer agrees to the following terms and conditions in full.

- <https://bulksigner.com/> shares information's, and solutions available on this website, subjected to the succeeding terms and conditions. When you access this website, it is believed that you accept and understand terms and conditions.
- By accepting this terms and conditions, either by accessing or using BulkSigner® website, products or services, or authorizing or permitting any Agent or End-User to access or use a Service, you agree to be bound by this terms and conditions. If You are entering into this terms and conditions on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this terms and conditions for that Entity and in this case the terms "Subscriber," "You," "you're" or a related capitalized term herein shall refer to such Entity and its affiliates. If You do not have such authority, or if You do not agree with this terms and conditions, you must not accept this Agreement and may not use any of the Services.
- <https://bulksigner.com/> reserve the right to add to or change/modify the terms and conditions including but not limited to suspend/cancel, or discontinue any or all service at any time without notice, make modifications and alterations in any or all of the content, products and services contained on the site without prior notice. The Terms of Use changed/ modified from time to time will be posted on <https://www.bulksigner.com> for your convenience. You are responsible for regularly reviewing these Terms of Use so that you will be apprised of any changes. You will be deemed to have accepted such change/s if you continue to access the Site subsequent to such changes. We do not take responsibility to always update our web site or the service/s offered instantly, at times it may take time or we may not consider to update the same for a reason; the decision of BulkSigner® and/or e2Serv Ventures Pvt. Ltd. in that regard would be final.
- Upon your acceptance of these Terms and conditions, BulkSigner® grants you a limited, non-exclusive and non-transferable license to access and use our Services for your internal business purposes only.
- Unless otherwise stated, copyright and all intellectual property rights in all material presented on the site, registered trademarks and logos appearing on this site are the property of BulkSigner® and e2Serv Ventures Pvt. Ltd. are protected under applicable laws. Any infringement shall be vigorously defended and pursued to the fullest extent permitted by law.
- By submitting any personal information, data or details on or through the BulkSigner® Sites, you automatically grant to us non-exclusive, permission to hold & store your, such personal information, data or details and related information. Our use of your personal information is governed by our Privacy Policy and we will never rent, sell or share your personal information with any third party for marketing purposes without your express permission.
- The Services offered by BulkSigner® are subject to Terms and conditions, Privacy Policy and as updated by BulkSigner® from time to time. You shall ensure that the products are used or accessed by you or your authorized persons only and use of product by persons other than you or your authorised persons shall be regarded breach of Terms of Use.
- You will be billed as per the pricing plan opted by you on the website <https://bulksigner.com/Buynow?>

[mode=licensed](#), you will pay all fees associated with subscriptions on time. You will provide complete and accurate payment information for a valid payment method to collect subscription Charges by BulkSigner® based on the subscription plan opted by you. By providing this information you authorize BulkSigner® or its representative to collect the subscription Charges, taxes and any other payment due from you based on the Subscription plan opted by you. This authorization will continue till you choose to use the services of BulkSigner®. In case of any change in the information given by you earlier, you will update BulkSigner® with accurate and new updated information. The Subscription plans for BulkSigner® services will be renewed once you opted to pay the renewed fees, prior/after the end of the current subscription period. However, renewal of any subscription will be at the discretion of BulkSigner® and e2Serv Ventures Pvt. Ltd.

- BulkSigner® reserves the right to change subscription fees or subscription term or both anytime without any prior notice. All the buyers who have purchased before the change will not be affected by it. Such changes will be appearing on the site as new / revised charges for the service/s and/or solution/s as offered from time to time with or without modifications & on such display it will be presumed to be read by all users whether registered or not & no further notice would be required. The same will apply for any service/s or products, which are currently being offered without any charges, whenever made chargeable.
- In case of failure in receiving the payment from you through payment gateway for whatever reason, you hereby agree to pay the entire outstanding amount upon demand by BulkSigner® team members. In case of non-receipt of payment, e2Serv reserves the right to suspend license or take appropriate action. The Subscription period may be changed by BulkSigner® without prior intimation to you. BulkSigner® team member will provide you with invoice copy in its standard format in case of failure in receiving payment online or in case you have purchased licenses directly from BulkSigner® team members and or e2Serv ventures Pvt. Ltd. directly. In case of any discrepancy in invoice, you will bring to the notice of BulkSigner® within 15 days from the date receipt of invoice. Any such request brought to the notice of BulkSigner® beyond 15 days will not be entertained by BulkSigner®.
- To activate license or trial key, user is required to have access to internet. When users have an internet connection, the activation process can be fully automated thus making the user experience seamless and friendly. In some instances, where the users don't have an internet connection activation to the license or trial key is not possible.
- BulkSigner® **is a Single PC Windows Based Desktop, non-transferable license.** This license can be installed and used only on one PC during the license validity period. Any shifting of license from one PC to another during license validity period shall be discretionary in the hands of e2Serv Ventures Pvt. Ltd. management. This PC change can happen at the time of renewal of license/s.
- BulkSigner® may at its discretion choose to offer solution/services on free trial basis on such additional terms and conditions as may be specifically mentioned at the time of registering for such free trial period. Such free trial shall be governed by all the Terms of Use mentioned in this document. BulkSigner® reserves the right to reduce the term of free trial, withdraw free trail offer at any time without any notice to you. On such withdrawal the data stored or entered by you will be lost unless you have opted for subscribing for the product and BulkSigner® cannot held responsible for loss of data or information. BulkSigner® does not accept any kind responsibility or liability, whatsoever and in whichever form, arising during the use of product during free trial period.
- BulkSigner® does not refund any subscription fees paid towards the Services once initiated. Any claim for refund will not be entertained by BulkSigner®.

#### **Terms and Conditions for Online-Payments provided by ICICI international payment gateway**

- The Terms and Conditions contained herein shall apply to any person (“User”) using the services of

e2Serv ventures Pvt. Ltd. for making BulkSigner® license payments through an online payment gateway service (“Service”) offered jointly by ICICI Bank Ltd. and Payment Gateway Service provider, through BulkSigner® website i.e. <https://bulksigner.com/> Each User is therefore deemed to have read and accepted these Terms and Conditions.

### **Privacy Policy**

- BulkSigner® respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User’s permission, as covered in this Privacy Policy.
- This Privacy Policy describes BulkSigner® treatment of personally identifiable information that BulkSigner® collects when User is on the <https://bulksigner.com/> website. BulkSigner® does not collect any unique information about the User (such as User’s name, email address, age, gender etc.) except when the User specifically and knowingly provides such information on the Website. Like any business interested in offering the highest quality of service to clients, BulkSigner® may, from time to time, send email and other communication to the User tell them about the various services, features, functionality and content offered by <https://bulksigner.com/> website or seek voluntary information from you.
- Please be aware, however, that BulkSigner® will release specific personal information about the User if required to do so in the following circumstances:
  - (a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or
  - (b) if any of User’s actions on <https://bulksigner.com/> website violate the Terms of Service or any of BulkSigner® guidelines for specific services, or
  - (c) to protect or defend BulkSigner® legal rights, the <https://bulksigner.com/> site, or BulkSigner® Users; or
  - (d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of <https://bulksigner.com/> website/offerings.

### **General Terms and Conditions for Online-Payments**

- Once a User has accepted these Terms and Conditions, he/ she may register on <https://bulksigner.com/> website and avail the Services.
- BulkSigner® rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of BulkSigner® right to comply with any law enforcement agencies request or requirements relating to any User’s use of the website or information provided to or gathered by BulkSigner® with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of e2Serv Ventures Pvt. Ltd.
- If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
- These Terms and Conditions constitute the entire agreement between the User and BulkSigner®. These

Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and BulkSigner®. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

- The entries in the books of e2Serv and/or the Payment Service Providers kept in the ordinary course of business of e2Serv and/or the Payment Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
- **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach e2Serv with his/ her claim details and claim refund from e2Serv alone. Such refund (if any) shall be affected only by e2Serv via payment gateway or by means of a demand draft or such other means as e2Serv deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Service Provider(s) and in the event such claim is made it shall not be entertained.
- In these Terms and Conditions, the term “**Charge back**” means approved and settled card (Debit or Credit) or net banking purchase transactions which are at any time refused, debited or charged back to Merchant account (shall also include similar debits to Payment Gateway Service Provider’s accounts, if any) by the Acquiring Bank for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
- Refund for fraudulent/duplicate transaction(s): The User shall directly contact e2Serv for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by e2Serv alone in line with their policies and rules.
- Server Slow Down/Session Timeout: In case the Website or Payment Service Provider’s webpage, that is linked to the Website, is experiencing any server related issues like ‘slow down’ or ‘failure’ or ‘session timeout’, the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
  - a) In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact e2Serv via e-mail or any other mode of contact as provided by e2Serv to confirm payment.
  - b) In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider No communication received by the Payment Service Provider(s) in this regards shall be entertained by the Payment Service Provider(s).

#### **Limitation of Liability**

- BulkSigner® has made this Service available to the User as a matter of convenience. BulkSigner® expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that BulkSigner® reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
- BulkSigner® and/or the Payment Service Providers shall not be liable for any inaccuracy, error or delay

in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the BulkSigner® and/or the Payment Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

- BulkSigner® and the Payment Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
  - (a) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
  - (b) any interruption or errors in the operation of the Payment Gateway.
- The User shall indemnify and hold harmless the Payment Service Provider(s) and BulkSigner® and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.
- The User agrees that e2Serv or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond e2Serv's reasonable control.

**Miscellaneous Conditions :**

- Any waiver of any rights available to BulkSigner® under these Terms and Conditions shall not mean that those rights are automatically waived.
- The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that BulkSigner® or the Payment Service Provider(s) have no control over such matters.
- Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, BulkSigner® does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
- BulkSigner®, the Payment Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website

**Debit/Credit Card, Bank Account Details**

- The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

- The User may pay to <https://bulksigner.com/> by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
  - (a) The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
  - (b) The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
  - (c) The User is authorizing debit of the nominated card/ bank account for the payment of BulkSigner® license selected by such User along with the applicable Fees.
  - (d) The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

#### **Personal Information**

- The User agrees that, to the extent required or permitted by law, BulkSigner® and/ or the Payment Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
- The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to BulkSigner®. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
- In addition to the information already in the possession of BulkSigner® and/ or the Payment Service Provider(s), BulkSigner® may have collected similar information from the User in the past. By entering the Website the User consents to the terms of BulkSigner® information privacy policy and to continued use of previously collected information. By submitting the User's personal information to BulkSigner®, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
- The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

#### **Payment Gateway Disclaimer**

- The Service is provided in order to facilitate access to view and pay BulkSigner® license online. BulkSigner® or the Payment Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment Service is entirely at own risk and responsibility of the User.

These terms will be effective from the date you accept these terms and conditions/or you access the product or services of BulkSigner® and will be binding upon you, until expiry of your subscription plan or you terminate or stop using the BulkSigner® product or services, whichever is later. If you wish to terminate your BulkSigner® account (if you have one), you may simply discontinue using BulkSigner® products or services.

**Jurisdiction:** The Agreement shall be governed by the Laws of India and the Courts of law at Navi Mumbai, Maharashtra shall have exclusive jurisdiction over any disputes arising under this agreement unless otherwise

agreed between parties through a separate agreement.