

The Comda Group

Terms of Use & End User License Agreement

Last Updated: 24-Dec-2025

This Master Terms of Use and End User License Agreement (“**Agreement**”) governs the use of software products, applications, services and related components provided by **Comda Group: Comda LTD, Comsign LTD, ComsignTrust LTD and Comsign Europe** (“**Company**”, “**we**”, “**us**”).

By accessing or using any of the Products, you agree to be bound by this Agreement and the applicable Product Schedule(s).

1. Definitions

- “**Customer**” - the legal entity that purchases or licenses the Product.
- “**User**” - an individual authorized by Customer to use the Product.
- “**End User**” - any individual interacting with the Product, including external parties (e.g., document recipients, signers).
- “**Product**” - any software, application, service or system provided by the Company.
- “**Documentation**” - user guides, specifications and instructions provided with the Product.
- “**License**” - a limited right to use the Product, not a sale.

2. License Grant

Subject to this Agreement, the Company grants Customer a **limited, non-exclusive, non-transferable, revocable license** to use the Product and Documentation solely for Customer’s internal business purposes, in accordance with the applicable Product Schedule.

All rights not expressly granted are reserved by the Company.

3. Ownership & Intellectual Property

The Product, including all software, source code, object code, interfaces, designs, workflows, trademarks, and Documentation, are and shall remain the exclusive property of the Company and/or its licensors.

No ownership rights are transferred under this Agreement.

4. Restrictions

Customer and Users shall not:

- Copy, modify, translate, or create derivative works of the Product;
 - Reverse engineer, decompile, or disassemble the Product;
 - Rent, resell, sublicense or commercially exploit the Product;
 - Circumvent license, security, or usage limitations;
 - Use the Product in violation of applicable law.
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5. User Responsibility

Customer is solely responsible for:

- All activity conducted under its accounts;
 - Authorization and deauthorization of Users;
 - Ensuring Users comply with this Agreement;
 - Content, documents, data and instructions submitted through the Product.
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6. Third Parties & End Users

The Product may be used to interact with third parties (e.g., document recipients, signers).

Such End Users:

- Are **not required** to enter into a commercial agreement with the Company;
- Are subject to applicable usage terms presented to them at the point of interaction;
- Use the Product solely for the limited purpose intended by Customer.

Customer is responsible for ensuring it has all required rights and consents from End Users.

7. Data Ownership & Processing

As between the parties:

- Customer retains ownership of all Customer Data.
- The Company processes data solely to provide, secure, support, and improve the Product.

Processing of personal data is governed by the Company's Privacy Policy, incorporated by reference.

8. Availability, Updates & Changes

The Company may:

- Update, modify, or enhance the Product;
- Add or remove features;
- Perform maintenance or suspend access for security, legal or operational reasons.

Material changes may require renewed acceptance.

9. Term & Termination

This Agreement remains in effect for the duration of the License.

The Company may suspend or terminate access if this Agreement is breached.

Upon termination:

- All licenses cease;
 - Customer must cease use of the Product;
 - Sections relating to IP, liability, and governing law survive.
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10. Disclaimer of Warranties

The Product is provided **"AS IS"** and **"AS AVAILABLE"**.

The Company disclaims all warranties, express or implied, including fitness for a particular purpose, uninterrupted operation, or error-free performance.

11. Limitation of Liability

To the maximum extent permitted by law:

- The Company shall not be liable for indirect, incidental, or consequential damages;
- Total liability shall not exceed the fees paid by Customer in the 12 months preceding the claim.

12. Governing Law

This Agreement shall be governed by the laws of the State of Israel.
Exclusive jurisdiction shall lie with the competent courts in Tel Aviv.

13. Entire Agreement

This Agreement, together with applicable Product Schedules and the Privacy Policy, constitutes the entire agreement between the parties.

PRODUCT SCHEDULES

Schedule A - Cloud & Web-Based Products (SaaS)

Applies to hosted, browser-accessible, cloud-based products.

A1. Access Model

- Access is provided via the internet.
- The Product may operate in shared or dedicated environments.

A2. Users & Accounts

- Usage is limited to the number of licensed Users.
- External End Users may interact without becoming licensed Users.

A3. Data Handling

- Customer Data is logically segregated.
- The Company may host data in designated regions.

A4. Suspension

The Company may temporarily suspend access due to:

- Security threats;
- Legal requirements;
- Abuse or misuse.

Schedule B – Desktop & Locally Installed Software

Applies to software installed on local computing devices.

B1. Installation

- Installation permitted only on authorized devices.
- License may be time-limited or device-bound.

B2. Connectivity

- Certain functionality may require internet connectivity.
- License validation may occur periodically.

B3. Copy Protection

- Copying or transferring the software is prohibited.
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Schedule C – Server, API & Infrastructure Products

Applies to server-based, API-driven or infrastructure software.

C1. Deployment

- Product may be deployed on Customer-controlled servers or appliances.
- Customer is responsible for its hosting environment unless otherwise agreed.

C2. API Usage

- Subject to technical limits and fair use.
- Customer responsible for integrations.

C3. Security Responsibilities

- Security obligations are shared based on deployment model.
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Schedule D – Mobile & Tablet Applications

Applies to mobile or tablet applications.

D1. Platform Terms

Use is subject to applicable app store or platform terms.

D2. Device Responsibility

Customer/User responsible for device security and access.

D3. Connectivity

Functionality may depend on network availability and external devices.

Schedule E – Licensing, Metrics & Enforcement (All Products)

- Usage may be measured by Users, transactions, time, devices, or other metrics.
- The Company may audit usage to ensure compliance.
- Excess usage may require additional licensing.