

Terms and conditions of ICICI Bank

1. These terms and conditions govern the facility of Aadhaar based electronic signature, as governed by the Information and Technology Act, 2000 ("eSigning" or "eSign") being provided by Desk Nine Private Limited (Vendor) through their website SignDesk.com ("Vendor Website").
2. The eSigning facility is provided by the Vendor through National Securities Depositories Limited (NSDL) and ICICI Bank shall not be liable for any loss, liability, damage, injury incurred as a result of using the eSign facility or using the Vendor Website.
3. eSigning any document shall not create any rights of the signatory nor obligate ICICI Bank in any manner unless the document is accepted by ICICI Bank and such acceptance is communicated in writing.
4. ICICI Bank shall not be responsible for any information shared with the Vendor or submitted on its website or liable for any loss, injury, costs, damage incurred as a result of sharing any information or use thereof by the Vendor.

Terms of Use of Desk Nine Pvt. Ltd.

1. Please read the following terms of use very carefully as your use of service is subject to your acceptance of and compliance with the following terms and conditions.
2. By subscribing to or using any of our services, you agree that you have read, understood and are bound by the Terms, regardless of how you subscribe to or use the services. If you do not want to be bound by the Terms, you must not subscribe to or use our services.

In these Terms, references to "you", "User" and "Your" shall mean the end-user accessing the Website, its contents and using the Services offered through the Website.

"Service Providers" mean independent third party service providers, and

"We", "us" & "our" shall mean Desk Nine Private Limited its franchisors, affiliates and partners.

This document is published by virtue of a legal requirement under the provisions of the Information Technology Act, 2000, that require 'intermediaries' to publish the rules and regulations, privacy policy and terms for access or usage of our Website, and is primarily governed by Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.

Introduction

1. Sign Desk com is a product of Desk Nine Private Limited.
2. SignDesk.com is a platform which enables the users of the website to sign documents digitally.
3. SignDesk.com is a Service Delivery Platform which enables the users of its websites, who are Aadhaar holders to digitally sign a document.

Eligibility To Use The Website

1. SignDesk.com does not cater to users under the age of 18 years. By using this website, you represent that you are competent to contract as per the laws of India, and in particular, the provisions of Indian Contract Act, 1872.
2. In case a user is entering into a Contract on behalf of the Organization, the user represents that he is authorized to act on behalf of the Organization.
3. In the event, the user is accessing the website to digitally sign the documents using his Aadhaar Card, the user should ensure that the User is in physical possession of the Registered Mobile Number, registered as such with the UIDAI. It is to be noted that the possession of the Registered Mobile Number is mandatory in order to get the One Time Password which is required to digitally sign the document.

User Account, Password and Security

You will receive a password and account designation upon completing the Website's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify SignDesk.com of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. SignDesk.com cannot and will not be liable for any loss or damage arising from your failure to comply with this Section. For viewing the public content on the website, you might not require login details, ID or password, in those cases, you would still be bound by these terms and conditions.

Services Offered

1. That Enclever has developed a technology platform, and built a software application that integrates eSign API as per the eSign API Specifications issued by the Controller Certifying Authorities.
2. The users can use SignDesk.com to upload documents in PDF format and apply electronic signature by authenticating themselves through OTP using Aadhaar Services.
3. The users in consideration of the Payment made by them as set out in the pricing page on SignDesk.com and subject to the terms and conditions as laid down in the present page, may have access to and use eSign on a non-exclusive, non-assignable and non-transferable basis.
4. That the users agree to be bound by the terms and conditions of the ESP (Electronic Signature Provider (also referred to as C-DAC) for the use of the website and eSign facility.

Warranty and Disclaimer

To the fullest extent permitted by law, we do not warrant or guarantee that use of eSign will be uninterrupted or error-free or that defects in eSign will be corrected.

Further, LegalDesk.com provides the eSign Services in collaboration with C-DAC and UIDAI, and in case of any failure of the network or connectivity as between SignDesk.com, C-DAC and UIDAI in any way, SignDesk.com shall in no way be responsible for the same.

Limitations On The Use

You may not use SignDesk.com services for any of the following activities.

1. For any unlawful or illegal activity.
2. In any manner which is inconsistent with the present terms of Service.
3. To infringe the intellectual property of Enclever/ SignDesk.com or any other third party.
4. For any fraudulent activities.
5. For hacking the website.
6. For inserting any malicious data or services into the system.
7. For transmitting material that is offensive, defamatory or otherwise objectionable.
8. For causing security threats to our systems.
9. For creating user accounts by automated means.
10. For submitting any data of any third party without the consent of such party.

Limited User

The User agrees and undertakes, not to reverse, engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website. Limited reproduction and copying of the content of the Website are permitted provided that SignDesk.com name is stated as the source and prior written permission of SignDesk.com is sought. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the consent of the Website is not permitted.

Obligations Of The User

In addition to being bound by the terms and conditions of SignDesk.com as laid down in these Terms and Conditions, the user of the website shall have the following obligations:

11. The user shall solely be responsible and obligated to maintain the necessary computer equipments, mobile phones, and Internet connections, including mobile network connections that may be required to access use and transact on SignDesk.com.
12. That the user shall further be obligated to provide the right information and feed in the right information and inputs in the SignDesk.com platform.
13. The users shall be obligated to ensure that they have complied with the requirements of the Information Technology Act,2000 and the provisions of all other applicable statutes.
14. The user should ensure that he has a 12 digit Aadhaar number and for OTP-based authentication, the mobile number, which is registered with Aadhaar Database.

Legal Aspects Of eSign

The use of SignDesk.com and assigning the signatures is validated by and has the legal sanctity under the provisions of the Second Schedule of the Information Technology Act, 2000 and the guidelines as issued by the Controller of Certifying Authorities. And the provisions of Electronic Authentication Technique and Procedure Rules, 2015 – e-authentication technique using Aadhaar e-KYC services.

Payment Policy

15. You, as a Buyer, understand that upon initiating a Transaction You are entering into a legally binding and enforceable contract with SignDesk.com to purchase the products using the Payment Facility, and You shall pay the Transaction Price through Your Issuing Bank to the Seller using Payment Facility.
16. You represent and warrant that if you are utilizing services of SignDesk.com, that you will have the following options of payment:-
 - Payment by Net Banking/ Debit Card
 - Payment by Credit Card
 - Payment through Payment Gateways
 - Payment through e-wallet
17. You warrant that in case you are making the payment by Credit Card any credit information you supply is true and complete; (ii) charges incurred by you will be honored by your credit card company; and
18. SignDesk.com reserves the right to refuse to process Transactions by Buyers with a prior history of questionable charges including without limitation breach of any agreements by Buyer with SignDesk.com or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.
19. SignDesk.com may do such checks as it deems fit before approving the receipt of/Buyers commitment to pay (for Cash On Delivery transactions) Transaction Price from the Buyer for security or other reasons at the discretion of SignDesk.com. As a result of such check, if SignDesk.com is not satisfied with the creditability of the Buyer or genuineness of the Transaction / Transaction Price, it will have the right to reject the receipt of / Buyers commitment to pay Transaction Price.
20. All Valid Credit/ Debit/ Cash Card/ and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Buyer and the respective Issuing Bank and payment instrument issuing company.
21. All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank which supports Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Buyer and the respective Issuing Bank.
22. SignDesk.com reserves the right to charge subscription and/or membership fees from a user, by giving reasonable prior notice, in respect of any product, service or any other aspect of this site anytime in future.

Refund Policy

SignDesk.com does not entertain any request or demand for refund fees paid towards a subscription for the services. The fees paid towards the subscription shall not be refunded unless such claim arises due the breach in any terms of services by SignDesk.com.

Privacy Policy

23. The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of SignDesk.com ([To read the Privacy Policy, click here](#)). The user further consents that the terms and contents of such Privacy Policy are acceptable to him.
24. In addition to the above, the user recognizes that the Aadhaar Card number of the User is collected by SignDesk.com, which enables the user to utilize the services of SignDesk.com, however, SignDesk.com does not in anyway store the said data, in any form whatsoever.
25. The user further recognizes that the OTP provided for authentication of the Aadhaar Card shall only be used for authenticating identity through the Aadhaar Authentication system, for obtaining e-KYC through Aadhaar e-KYC service and for the issuance of the Digital Signature Certificate(DSC) for the specific transaction and for no other purpose.
26. That all other information provided by the user shall be governed by the Privacy Policy of SignDesk.com and all relevant laws.

Intellectual Property Rights

27. Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, eSignDesk.com owns all Intellectual Property Rights to and into the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. You acknowledge and agree that you shall not use, reproduce or distribute any content from the Website belonging to SignDesk.com without obtaining authorization from eSignDesk.com.
28. Notwithstanding the foregoing, it is expressly clarified that you will retain ownership and shall solely be responsible for any content that you provide or upload when using any Service, including any text, data, information, or any other material which you may upload, transmit or store when making use of our various Services.

Copyright Infringement

In case if anyone is of a reasonable opinion that any material/content located on or linked to eSignDesk.com violates your copyright/copyright of some other person/entity, you are encouraged to notify us at support@SignDesk.com.

In the event the same is found to be infringing material, we shall remove the infringing material or disable all links to the infringing material.

eSignDesk.com further reserves its right to terminate the account of the user who infringes the copyrights or other intellectual property rights of eSignDesk.com or others, eSignDesk.com may, in its discretion, terminate or deny access to and use of the site. In the

case of such termination, eSignDesk.com will have no obligation to provide a refund of any amounts previously paid to eSignDesk.com.

Modification To These Terms Of Use

We reserve the right to modify/revise these terms at any time. Please re-visit the page "Terms of Use" on our Website to stay abreast of any changes that we may introduce. Your continued use of our services shall constitute your consent to such changes.

Term And Termination

29. In addition to above, SignDesk.com may, at any time, with or without notice, terminate these terms of the Member Agreement with user if:
30. SignDesk.com may terminate these Terms and Conditions and the Policies and/or the Services hereunder for any reason including for reasons of breach of these Terms and Conditions, or any of the Policies on the SignDesk.com Platform or any other agreement between SignDesk.com and the User in relation to the SignDesk.com Platform. The User's sole right to terminate these Terms and Conditions and the Policies is by not using the SignDesk.com Platform and deleting its account with SignDesk.com.
31. These terms of use shall be operative and shall remain in force until the time the user accesses SignDesk.com and the service provided by the SignDesk.com.
 - SignDesk.com is required to do so by law (for example, where the provision of the Services to user is, or becomes, unlawful), or upon request by any law enforcement or other government agencies;
 - the provision of the Services to You by SignDesk.com is, in Enclever's sole discretion, no longer commercially viable;
 - SignDesk.com has elected to discontinue, with or without reason, access to the Website, the Services (or any part thereof); or
 - in the event, SignDesk.com faces any unexpected technical issues or problems that prevent the Website and/ or Services from working.
 - SignDesk.com may also terminate or suspend all or a portion of Your Account or access to the Services with or without reason.

Consequences Of Termination

6. Termination of User Account may include:
 - (i) removal of access to all offerings within the Website/ Mobile Application or with respect to the Services;
 - (ii) disabling access to the Account Information, including users personal information, log-in ID and password, and all related information, files and materials associated with or inside User Account (or any part thereof), and any User Content uploaded by User; and
 - (iii) prohibiting further use of the Services.
7. Termination shall not affect any liabilities incurred by a User prior to the termination or for acts performed during the pendency of these Terms and Conditions and the Policies which may result in a dispute post-termination of these Terms and Conditions, nor any provision expressed to survive or to be effective on termination and the obligations set out in this Section shall remain in full force and effect notwithstanding termination.

8. The user agrees that all terminations shall be made in SignDesk.com's sole discretion and that SignDesk.com shall not be liable to Users or any third party for any termination of Your Account (and accompanying deletion of Your Account Information), or Your access to the Website and Services.

Communication

By creating an account on the Site you grant permission to SignDesk.com to contact you using the email address supplied. By uploading and sending documents you are authorising SignDesk.com to distribute your contracts to email addresses you supply.

Limitation Of Liability

9. The user understands and agrees that SignDesk.com is only a platform which facilitates signing and as a platform for two or more parties to execute agreements. That the user further acknowledges that SignDesk.com is not a party to the document/ agreement between the users interest.
10. Upon signing, only you and the other party/parties are legally required to honour the agreement. You agree that SignDesk.com shall not be held liable or responsible to ensure enforceability, or non-performance of obligations by either parties under the terms of agreement and breaches by any of the parties.
11. To the fullest extent permitted by applicable law, in no event shall SignDesk.com shall be liable to users for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any
 - (i) use of the site;
 - (ii) errors, mistakes, or inaccuracies of content,
 - (iii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site,
 - (iv) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein,
 - (v) any interruption or cessation of transmission to or from our servers,
 - (vi) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the site by any third party,
 - (vii) any loss of your data or content from the site
 - (viii) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, transmitted, or otherwise made available via the site, whether based on warranty, contract, or any other legal theory, and whether or not the users are advised of the possibility of such damages, and/or
 - (ix) the disclosure of information pursuant to these Terms of Use or Privacy Policy.
12. There are risks associated with utilizing internet and short messaging system (chat) based information and research dissemination services. Users/subscribers are advised to understand that the services can fail due to failure of hardware, software, and Internet connection. While we ensure that the email/messages are delivered in time to the user/subscribers, the delivery of these email/messages to the customer's email inbox or message center is the responsibility of the email/messenger's service provider Network. Email/messages may be delayed and/or not delivered to the user/subscriber's inbox or chat box on certain days, owing to technical reasons that can only be addressed by the service

provider, and Enclever who owns SignDesk.com and group companies associated with it and/or its employees cannot be held responsible for the same.

Indemnification

You agree to defend, indemnify, and hold harmless eSignDesk.com and/or its associate entities, their officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the web site/application material or your breach of these Terms and Conditions of Web site/application use.

Disclaimer Of Warranties And Liability

13. The content on our Site and in written materials from us, including email correspondence, is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of that content. Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.
14. The information from SignDesk.com is provided on "AS IS" basis, and all warranties, expressed or implied of any kind, regarding any matter pertaining to any goods, service or channel, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement are disclaimed and excluded.
15. No representations, warranties or guarantees whatsoever are made as to the accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation. SignDesk.com, its directors, employees, agents, representatives disclaim all any all direct, indirect, special, consequential damages, loss arising from using the services provided by SignDesk.com.
16. Certain links on the website lead to resources located on servers maintained by third parties and are external to SignDesk.com. You agree and understand that by visiting such applications/websites you are beyond the SignDesk.com web Application. SignDesk.com, therefore, neither endorses nor offers any judgment or warranty and accepts no responsibility or liability for the authenticity/availability of any of the goods/services/or for any damage, loss or harm, direct or consequential or any violation of local or international laws that may be incurred by your visit and/or transaction/s on these Applications.

Support

You agree that SignDesk.com is only responsible to support queries you might have with the Site and Service, SignDesk.com has no obligation to provide support over agreements made between yourself and other parties. You agree that SignDesk.com has no responsibility and has no liability if any disputes should arise from an agreement signed through the SignDesk.com Service and has no obligation to mediate the dispute and that SignDesk.com or its employees cannot be held responsible or have liability over costs, damages or expenses arising from disputed agreements.

Force Majeure

eSignDesk.com shall have no liability to you for any interruption or delay in access to the Application irrespective of the cause. Force Majeure event shall be one when there is any cessation, interruption or delay in the performance of eSignDesk.com's obligations due to causes beyond its reasonable control, including but not limited to: technical, earthquake, flood, or other natural disaster, act of God, labour controversy, civil disturbance, war (whether or not officially declared), or any change in or the adoption of any law, regulation, judgment or decree. Without limiting the foregoing, under no circumstances shall eSignDesk.com be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning of your information and or data received and or stored or any of our service/s.

Governing Law

The Agreement shall be governed by the Laws of India. The Courts of law at Bangalore shall have exclusive jurisdiction over any disputes arising under this agreement.

Entire Agreement

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.