

Electronic Signature Service

The present OneLife Electronic Signature Service (hereafter referred to as the **e-Signature Service**) is made available by The OneLife Company S.A. to the authorised user (hereafter respectively referred to as **OneLife** and the **authorised user**) who wish to sign documents, forms, agreements and any other documents whatsoever made available for electronic signature by OneLife (hereafter referred to as the **Documents**) through the Secured Website (hereafter referred to as the **Secured Website**) in electronic form in lieu of handwritten form.

The e-Signature Service is governed by the general terms, conditions and limitations set out below and the OneLife Personal Data Policy (all together hereafter referred to as the **Conditions**). Please read carefully these Conditions before accepting them and using the e-Signature Service.

The authorised user wishes to subscribe to this e-Signature Service and to use this e-Signature Service deployed by OneLife on the Secured Website.

The authorised user and OneLife are hereafter referred to individually as a **party** and collectively as the **parties**.

WHEREAS

1. OneLife is a Luxembourg-based life insurance company regulated by the Commissariat Aux Assurances, insurance regulatory authority in Luxembourg.
2. OneLife and the authorised user have concluded a life assurance policy, a pension, a capitalisation policy or a company owned policy (hereafter the **Policy**) or a Terms of Business Agreement (hereafter the **Terms of Business**) by which the authorised user promotes the products of OneLife for the subscription of Policies by the clients of the authorised user.
3. OneLife offers to its authorised users a Secured Website service, and the authorised user has subscribed to the Secured Website offered by OneLife by signing a Secured Website Access Agreement (hereafter the **Secured Website Access Agreement**).
4. The authorised user wishes to have access to a web-based signature tool enabling him to sign electronically and on a remote basis all Documents made available to electronic signature by OneLife in lieu of a handwritten signature of the documents.
5. The e-Signature Service is made available to the authorised user by OneLife in order to simplify the communication of important information and the execution of important transactions, in execution of the Policy subscribed by the authorised user or the Terms of Business signed by the authorised user.
6. The present Conditions shall govern the contractual relations between OneLife and the authorised user regarding the access and the use of the e-Signature Service by the authorised user. These Conditions supersede and replace any other terms and conditions of any Agreement previously signed between the Parties in relation to the access and use of the e-Signature Service.

NOW AND THEREFORE IT IS AGREED AS FOLLOWS

Article 1 – Service Management and Hosting

- 1.1 This e-Signature Service is managed and hosted by The OneLife Company S.A., a company incorporated and organized under the Laws of Luxembourg, with registered office at: 38, Parc d'Activités de Capellen, L-8308 Capellen, Grand Duchy of Luxembourg, Tel.: +352 45 67 301, Fax: +352 45 67 34, E-mail: info@onelife.eu.com, R.C.S. Luxembourg: B 34402, VAT I.D.: LU 14646055.
- 1.2 The OneLife Company S.A. is a member of the OneLife Group, headed by The OneLife Holding s.à r.l., a société à responsabilité limitée incorporated and organized under the Laws of Luxembourg with a registered capital of EUR 7,713,050.40, with registered office at 38, Parc d'Activités de Capellen, L-8308 Capellen, Grand Duchy of Luxembourg, Tel.: +352 45 67 301, Fax: +352 45 67 34, E-mail: info@onelife.eu.com, R.C.S. Luxembourg: B 68938, VAT I.D.: LU 20007907.

Article 2 – Purpose

- 2.1 The purpose of the present Conditions is to set out the rights, duties and liabilities of the parties regarding the access to and the use of the e-Signature Service which enables the authorised user to certify his/her identity, sign and seal electronically (instead of a handwritten signature) the Documents on OneLife Secured Website in order to facilitate the management of the Policy(ies) of the authorised user or of the clients of the authorised user who have agreed to the communication of their personal data to the authorised user and simplify the treatment and execution of the transactions of the authorised user.

- 2.2 Any terms and conditions previously signed or otherwise existing between OneLife and the authorised user (such as the Policy or the Terms of Business Agreement's terms and conditions) shall remain applicable between the parties, insofar as the present Conditions do not differ there from. As an exception to the previous paragraph, the present Conditions cancel and replace any existing general terms and conditions of any agreement for the access and/or use of the e-Signature Service that might have been previously signed between the parties. Should any terms and conditions previously signed or otherwise existing between OneLife and the authorised user differ from the present Conditions, the latter shall prevail.

Article 3 – Nature of the e-Signature Services

- 3.1 The e-Signature Service provides the authorised user with access to an electronic signature module which enables the authorised user to electronically identify him(her)self, establish his(her) identity, approve, sign and seal a Document directly on the Secured Website, consult, download, save and/or print it and transmit it electronically and automatically to OneLife.
- 3.2 Pursuant to the applicable laws and regulations, the electronic signature is a mechanism enabling the identification of the authorised user, the origin and integrity of data in an electronic form (hereafter the **e-Signature**). The e-Signature of a Document is a valid signature in accordance with the laws and the regulations applicable to electronic signatures. The creation of an e-Signature requires a strict identification of the signatory based on several proofs of identity, detailed in Article 4 of these Conditions, to secure the e-Signature.
- 3.3 All Documents made available by OneLife for electronic signature shall also be available for handwritten signature. On the other hand however, OneLife does not warrant and represent that all forms and documents shall be available for electronic signature and the authorised user shall monitor the list of Documents eligible and available for e-Signature on the Secured Website.
- 3.4 The e-Signature replaces and substitutes the handwritten signature of Documents. Unless otherwise decided by OneLife the Documents eligible and available for e-Signature and signed electronically do not need to be signed using a handwritten signature. The Documents created using an e-Signature do not require to be printed in paper format to be valid.
- 3.5 OneLife reserves the right to require from the authorised user to sign manually (i.e. using a handwritten signature) on top or instead of the e-Signature of Documents even if the authorised user has subscribed to the e-Signature Service. The authorised user accepts such requirement from OneLife for the execution of the present Conditions.
- 3.6 The Documents created using e-Signature will be created under the format of Portable Document Format (hereafter **pdf**). This pdf format is required to ensure the security, integrity and inalterability of the approval and e-Signature of the Document created. As soon as approved and signed electronically by the Authorised user the pdf Document is sealed, meaning that any alteration or modification of the Document will trigger an automatic alarm to the reader of the Document.

It is therefore secured against modification and alteration and makes the Document unmodifiable. After creation of the Document, the authorised user will be able to consult, download, save and/or print the Document created using the e-Signature on his/her personal computer's hard drive or any other device he/she uses to connect and to use this e-Signature Service and a secured copy is automatically and electronically transmitted to OneLife and integrated in the workflow of OneLife for execution of the requested transaction.

The Documents created using an e-Signature are also automatically made available to the authorised user into the strong-box of the authorised user on the OneLife Secured Website as soon as this service has been deployed on the Secured Website by OneLife.

- 3.7 To enable the consultation of the pdf Documents signed using an e-Signature, OneLife strongly recommends to the authorised user to download and install free of charge the latest version of the software "Adobe Reader", a software available at the following link <https://get.adobe.com/reader/> (which might be replaced by another URL in the future, by the distributor of this software) which enables the authorised user to open, consult, explore and print pdf format documents.
- 3.8 As soon as electronically signed using the e-Signature module provided by OneLife, the Documents signed shall be considered valid, completed and shall represent the reality of the willingness and approval of the authorised user of the transaction and the automatic transmission to OneLife shall prove the reality of the transaction.
- 3.9 The request for subscription to the e-Signature Service originates from the authorised user and this request for subscription includes a request for authentication of the authorised user through the issuance of a Certificate of identification (hereafter the **Certificate**) issued by OneLife and based on the access of the authorised user to the Secured Website using its specific credentials described infra and the OTP (One-time password) code specifically inserted by the authorised user at the moment of sealing the Document signed using the e-Signature Service or of an identity Card (hereafter ID card) if this ID card allows electronic signature of documents, an ID card reader equipment and softwares.

This unique Certificate issued in favour of the authorised user uniquely identifies the authorised user and enables the process of e-Signature of the Document. This Certificate is issued for a limited period of time and is based on the suitable proofs of identity furnished by the authorised user.

The user is responsible for the accuracy of the data he/she provided when completing the Document(s) and/or using the e-Signature. OneLife therefore disclaims any and all liability in respect of any missed, pending, delayed or failed transaction and OneLife will in no event be held liable for any direct or indirect loss, delay or damage suffered by the authorised user and resulting from the use of the e-Signature Service, except in case of gross negligence or wilful misconduct by OneLife. The information provided through the e-Signature Service are provided for information purposes and OneLife will not bear any liability for the use of the information or any security leakage on the system of the authorised user.

- 3.10 OneLife provides free of charge to the authorised user a step-by-step guide and Frequently Asked Questions document to the e-Signature Service to guide the authorised user through the different steps of subscription, registration and use of the e-Signature Service of OneLife.
- 3.11 The e-Signature Service is limited to the purposes of identification, registration, e-Signature, sealing, consultation, information, saving, downloading and printing the Documents eligible, made available and e-Signed on the Secured Website. It is not intended as an archiving tool for the authorised user and OneLife strongly advises the authorised user to download, save and/or print the sealed Documents as soon as signed electronically onto the hard drive of the authorised user's personal computer or any other electronic device he/she uses to access and use the the e-Signature Service or to subscribe to the e-Signature Service provided by OneLife.

OneLife therefore disclaims any and all liability should the Documents signed electronically not be available, except in case of gross negligence or wilful misconduct by OneLife. However, the user can always request OneLife to send him/her a signed Document that would no longer be available on the Secured Website. OneLife will endeavour to provide the necessary assistance to the authorised user within a reasonable time frame but cannot be held liable for its failure to do so, except in case of gross negligence or wilful misconduct by OneLife.

Article 4 – Access to the e-Signature Services

- 4.1 Access to the e-Signature Services is subject to the general availability of OneLife's IT infrastructure. The authorised user accepts that maintenance, upgrades or other modifications to this infrastructure may impede the availability of the service from time to time and that OneLife shall bear no liability in this respect.
- 4.2 The secure access to the e-Signature Service requires the authorised user's IT infrastructure to be up to date and allow a secure transmission and consultation of information. Subscription by the authorised user will be denied should OneLife suspects that the IT infrastructure or the security system of the authorised user does not allow a secure transmission to or consultation of the information by the authorised user. The authorised user will be informed by OneLife either by mail, telephone or email in case his/her IT infrastructure or security system does not allow a secure transmission of information. Acceptance of the authorised user's subscription to the e-Signature Service does not prove and shall not constitute a recognition by OneLife that the IT infrastructure or the security system of the authorised user allows a secure transmission to or consultation of the information by the authorised user.
- 4.3 The secure access to the e-Signature Service requires the authorised user to connect to the Secured Website with the specific credentials of the Secured Website i.e. a **user number**, a **password** and an **OTP code** (One Time Password) sent onto the mobile or landline telephone of the authorised user or available on OneLife mobile application (hereafter **OneApp**). The secure access to OneLife's e-Signature Service requires these elements as unique identification of the person signing the Document as well as specific information of the authorised user such as, but not limited to the authorised user's mobile number and email address to be provided to OneLife. The authorised user commits to provide to OneLife a valid and personal email address and valid and personal mobile or landline telephone number and to update such specific data on the Secured Website in case of change.
- 4.4 OneLife shall only grant an access to its e-Signature Service if all details required under these Conditions are provided in due time to OneLife. OneLife shall bear no liability for any denial of access due to a lack of information or incorrect information provided to OneLife by the authorised user. The secure access to the E-Signature Service may also require additional security steps and/or elements (such as, but not limited to the electronic identity card) to be defined by OneLife depending on the type of form or Document to be signed and to be carefully submitted by the authorised user, in which case the authorised user will be informed beforehand by OneLife either through the Service of e-Signature, by email, mail or through the Secured Website or the mobile application OneApp.
- 4.5 OneLife cannot be held liable for the use of the e-Signature Services, the mobile application OneApp or the Secured Website by the authorised user leading to a malfunction or blocking the access or use of either the s-Statements Services, the Secured Website or the mobile application OneApp.
- 4.6 Should the authorised user bypass the security measures included in these Conditions, OneLife will be entitled to terminate the subscription of the authorised user to the e-Signature Service with immediate effect.
- 4.7 Access to the e-Signature Services will be denied if OneLife detects any problem in the authorised user's authentication process, IT infrastructure or security system.
- 4.8 Access to the e-Signature Service requires internet access via an Internet Service Provider (**ISP**) or similar, and/or use of the public/private telephone network. Such access shall be at the authorised user's expense. The authorised user is aware that such access routes via the public/private telephone network or ISP may not be secure. The authorised user shall follow carefully the access procedure defined by OneLife.
- 4.9 The authorised user shall take all necessary measures to ensure that the technical characteristics of his/her IT infrastructure (including, but not limited to the authorised user's personal computer or any other electronic device he/she uses to access and use the e-Signature Services), internal access and telephone subscription are suitable for the consultation of confidential information and for access and use of the e-Signature Services.
- 4.10 In case of need, the authorised user may contact OneLife for assistance, at no charge except for the authorised user's communication costs, during OneLife's office hours. OneLife will endeavour to provide the necessary assistance to the authorised user within a reasonable time frame but cannot be held liable for its failure to do so, except in case of gross negligence or wilful misconduct by OneLife.

- 4.1.1 All data available to the authorised user through the e-Signature Services shall be supplied for information purposes only and shall be supplied without prejudice to any change resulting from the execution of any pending transaction or operation.

Article 5 – Tariff

- 5.1 OneLife shall invoice no fees, such as access or basic fees, for the e-Signature Services related thereof. However, OneLife reserves the right to do so in the future under the terms set out below.
- 5.2 If OneLife was to invoice, in the future, for access to and use of the e-Signature Services and/or any part of the services proposed, the procedure for amending the present Conditions as described in Article 11 shall apply.
- 5.3 The cost of computer equipment, installation and maintenance fees, internet access subscriptions as well as telephone bills related to the use of the OneLife's on-line e-Signature Services are borne by the authorised user.

Article 6 – Security

- 6.1 The parties agree that the transactional orders performed in respect of the access and use of the e-Signature Services, provided under article 4 here above, constitute proof of the reality of the order, in its content and in the identity of the authorised user who placed the order. As a consequence, the transactions performed in execution of those orders will be completely enforceable against the parties involved.
- 6.2 The recording or reproduction on OneLife's IT system of orders and operations executed and validated by the authorised user through the security and authentication system maintained by OneLife, represents proof for the parties of the executed transactions and confirms the application of these transactions to the appropriate Policy(ies).
- 6.3 In case of joint subscription, in application of the mutual power of attorney given by each of the co-subscribers to the other on the Policy(ies), the subscription or un-subscription to this e-Signature Service requested by any one of the co-subscribers will be considered as joint request by both of them and will therefore be applicable to both of them. Notifications related to the e-Signature Services will be made by OneLife exclusively to the address, email address or mobile/telephone number indicated at the moment of subscription to the e-Signature Service.
- 6.4 OneLife shall be entitled to block the authorised user's access to the e-Signature Services at any time if OneLife suspects an abuse or misuse of the system or the credentials used to connect to and use the Secured Website and access and use of the e-Signature Service. OneLife will reactivate the authorised user's access to the e-Signature Service at the authorised user's duly signed Reconnection Request.

OneLife is entitled to request that the authorised user delivers evidence that he/she has installed the necessary security elements on its system (for example, but without being limited to, a proof of purchase or installation of an antivirus software) before the actual reactivation of the access. The authorised user undertakes to provide such evidence without delay at the request of OneLife. OneLife cannot be held liable for any direct or indirect consequence of any blocking, misuse or abuse as foreseen in this clause, except in case of OneLife's gross negligence or wilful misconduct.

- 6.5 The authorised user declares that he/she is aware of the technical capabilities and limitations, especially regarding response time of the internet to consult, download, print or transfer data.
- 6.6 The authorised user will take due care to ensure that the personal computer or any other electronic device which he/she uses to connect to and use the e-Signature Service of OneLife is not infected by any hostile programme (virus, worm, Trojan etc.). OneLife is at any time entitled to request evidence from the authorised user that he/she has equipped his/her electronic devices with protection against the aforementioned programmes and the authorised user undertakes to provide such evidence to OneLife forthwith upon the latter's request.
- 6.7 Any information of any kind sent to the authorised user at his/her request by OneLife is transmitted at the authorised user's own risk. The authorised user is responsible for the treatment of the information transmitted through the e-Signature Service as soon as signed electronically and sealed using the e-Signature Service. Especially, it is strongly advised to the authorised user to keep the confidential data confidential and in a safe and secured system and only accessible to those persons specially appointed by them to access this data, at the exception of all others. OneLife will bear no liability for the treatment done by the authorised user of the data transmitted and made available on the Secured Website through the e-Signature Service.

The authorised user shall defend and keep OneLife harmless against any and all claims related to confidentiality of data and insurance secrecy claims which OneLife may encounter due to the fault of the authorised user in his obligation to keep the information transmitted through the e-Signature Service confidential and in a secure environment, except in case of gross negligence or wilful misconduct by OneLife.

- 6.8 OneLife shall not be liable for failed or unsatisfactory receipt of any information sent by OneLife to the authorised user or vice versa, except in case of gross negligence or wilful misconduct by OneLife.
- 6.9 OneLife shall not be liable for the improper or fraudulent use of confidential data, either by the authorised user or by a third party, except in case of gross negligence or wilful misconduct by OneLife. The authorised user agrees to indemnify, hold harmless and defend OneLife from

and against any and all claims that a third party might raise against OneLife for the improper and fraudulent use of personal data in the context of these Conditions.

OneLife shall not be involved in any dispute which may arise between the authorised user and his/her ISP or telephone network provider, or any other intervening party either concerning the confidential nature of the information transmitted or the cost of the transmission.

- 6.10 The authorised user acknowledges that he/she accesses and uses the e-Signature Service at his/her own risk and that OneLife can in no circumstances be held liable for any damage resulting there from for the authorised user, except in case of gross negligence or wilful misconduct of OneLife.

Article 7 - Protection of personal data – OneLife Personal Data Policy

- 7.1 In general, access to the e-Signature Services can be performed without disclosing any personal information or data in addition to those already provided when connecting to OneApp. However, it may be needed at some point to collect some information (email address and phone number) on the authorised user or the authorised user may submit this information directly to OneLife.

By approving these Conditions and using the e-Signature Services, the authorised user expressly recognised that he has been informed of the collection and use of the abovementioned information in agreement with these Conditions for the execution of the present Conditions.

When personal data, such as mobile phone number and email address are collected from the authorised user (for example through online forms, etc.) OneLife will let the authorised user know at the time of collection how it will use that specific personal data.

- 7.2 OneLife has taken and shall continue to take all reasonable measures to keep confidential the personal data provided by the authorised user taking technological developments into account.

However, the authorised user accepts that OneLife is not able to avoid all risks linked to the use of the internet, including those relating to the security architecture or security framework of the authorised user's system.

- 7.3 The authorised user shall be aware and raise awareness among others that other internet users may have access to his/her data, should the authorised user bypass any security aspects.

- 7.4 All data collected shall be processed in compliance with the provisions of the law of 2nd August 2002 (hereafter the **Law of 2002**) as modified from time to time on the protection of persons with respect to personal data processing and all other applicable laws and regulations, with the purpose of allowing the authorised user to use the e-Signature Services offered by OneLife and, as the data may have been provided previously to OneLife for the purpose of, and in accordance with the conditions set out at that occasion, the management of the Policy or the execution of the Terms of Business.

OneLife may also use the personal data provided by the authorised user or collected via the e-Signature Services for the execution of the present Conditions for the following purposes:

- a. providing the authorised user with services requested and notifying the authorised user about important changes to or developments of these services;
- b. updating OneLife's records about the authorised user;
- c. crime (including money-laundering and terrorism financing) detection, prevention and prosecution;
- d. responding to inquiries and complaints or processing the authorised user's requests in relation to information;
- e. commercial offers, competitions, promotions, games and contests, if the authorised user gave his consent in this regard;
- f. evaluating the effectiveness of OneLife's marketing;
- g. research, training and statistical analysis with the aim of improving the services; and
- h. making the e-Signature Services easier to use for the authorised user and providing the authorised user with access to additional services.

By subscribing to this e-Signature Service and accepting these Conditions, the authorised user expressly and unconditionally recognises that OneLife will need to use his/her personal data for the purposes described above for the sake of a good execution of the present Conditions.

For the purposes described above, and in the frame of the good execution of the present Conditions, the data collected shall not contain personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, personal data relating to criminal convictions and offences or related security measures, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. If such data should be requested from the authorised user, for instance for the good execution of the Policy subscribed by the authorised user or the management of Policies for which the authorised user has received a mandate to access such data, the consent of the authorised user for the collection, processing and archiving of such data shall be explicitly gathered by OneLife.

The data will not be stored in OneLife's systems for longer than needed to achieve the purposes described above, notwithstanding specific regulations on data retention applicable to Luxembourg insurance undertakings. OneLife in particular shall not keep the data collected after the end of a 10 years delay after the redemption of the last Policy subscribed by the authorised user or the termination of the Terms of Business Agreement (hereafter the **delay of retention**). The personal data might be stored after this delay of retention but will only be processed for statistical purposes after that, especially through pseudonymisation and minimisation.

- 7.5 OneLife reserves the right to transfer the data to its suppliers (technical suppliers or others, in order to comply with its obligations under these Conditions and for the good execution of the present Conditions), to the persons specially appointed or authorised by the authorised user (even in third countries if specifically requested by the authorised user) as well as to those persons or authorities to whom the law or another regulation requires or authorises OneLife to disclose such data, under the terms provided for in the aforementioned Law of 2002 or any other law or regulation applicable to OneLife.

In compliance with the provisions of Art 300 of the law of December 07th 2015 on the professional secrecy applicable to insurance undertakings in Luxembourg, and for the good execution of the Policy subscribed by the authorised user, unless the authorised user objects to this, the registered insurance intermediary to which the authorised user has agreed to the communication of its personal data (hereafter the **authorised insurance intermediary**) will get a copy of all Documents created through the e-Signature Service.

Should the authorised user refuse the communication of all Documents created through the e-Signature Service to the authorised insurance intermediary, the authorised user can either:

- object to such communication through the Secured Website, by mail or email to OneLife, within a month from his/her subscription to this e-Signature Service, or
- refrain from using this e-Signature Service.

For the good execution of the Policy, the authorised insurance intermediary will be provided with all Documents created through the e-Signature Service as long as the objection of the authorised user has not been treated by OneLife. As soon as the objection of the authorised user has been treated and accepted, OneLife will cease to provide the authorised insurance intermediary with all Documents created through the e-Signature Service by the authorised user.

Warning: Should the authorised user refuse the communication of all Documents created through the e-Signature Service to the authorised insurance intermediary, this may strongly impede the quality of the service delivered to the authorised user in relation to the Policy by OneLife and the authorised insurance intermediary. In such a case, the authorised user commits to keep the authorised insurance intermediary informed of all Documents created through the e-Signature Service and OneLife shall bear no liability for any claim or damages in relation to this choice of the authorised user.

By accepting these Conditions, and without objections from the authorised user sent to OneLife through the Secured Website, by mail or email, within a month from the subscription to this e-Signature Service, the authorised user will be deemed to have accepted the communication of all Documents created through the e-Signature Service to the authorised insurance intermediary. The authorised user shall have the right to withdraw its consent to the communication of all Documents created through the e-Signature Service to the authorised insurance intermediary at any time by contacting OneLife through the Secured Website, by mail or email to OneLife. In this case, as soon as the objection of the authorised user has been treated and accepted, OneLife will cease to provide the authorised insurance intermediary with all Documents created through the e-Signature Service by the authorised user.

- 7.6 In compliance with the Law of 2002 and any other applicable law or regulation, the authorised user may at any time have access, modify or oppose free of charge the data relating to him/her by simply notifying OneLife or OneLife Data Protection Officer through the Secured Website, by mail or email. OneLife Data Protection Officer and OneLife as the data controller and processor pursuant to the applicable laws and regulation, can be contacted at any time at the address, telephone number, fax and email address detailed in article 1.1 of the present Conditions or to the following email address: dpo@onelife.eu.com.

The authorised user has the right to:

- request from OneLife access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing;
- data portability;
- withdraw consent at any time if the processing of his data is based on such a consent (i.e. for the purpose of commercial offers, competitions, promotions, games and contests);
- lodge a complaint with the supervisory authority.

- 7.7 At any time when contacting OneLife, should the authorised user wish to send a mail by post, he/she shall send a registered letter to OneLife. Also, at any time when contacting OneLife, either by post or any other electronic mean, the authorised user shall specify his/her Policy number or Secured Website user number.

Article 8 - Intellectual property rights

- 8.1 The software enabling OneLife to offer the e-Signature Services to its authorised users, including software specifically developed for it and the software used to issue the Certificates proving the identification of the authorised user as well as the services subject to these Conditions and all its components (hereafter the **softwares** and individually a **software**) are protected by copyright and trademarks.
- 8.2 The authorised user undertakes only to use the softwares for his/her connections to the service made available by OneLife. The authorised user undertakes not to copy, modify or in any way infringe copyrights attached to these programs. In other words, OneLife only grants to authorised users a non-exclusive and non-transferable licence for the use of the softwares enabling him/her to use the e-Signature Service. Notwithstanding such licence, all copyrights and any other intellectual property rights held by OneLife or third parties shall remain the property of OneLife or such third parties.
- 8.3 The authorised user also undertakes not to publish any information about OneLife, its products or services, in whatever format without the written and prior consent of OneLife.

Article 9 - Duration and Termination

- 9.1 The subscription of the authorised user shall last for an unlimited period of time. Save if otherwise provided, each party shall have the right to terminate the subscription of the authorised user to the e-Signature Service by sending a written prior notice at least one month in advance. Accepting these Conditions cancels and replaces any Agreement previously signed by the parties for the access and use of the e-Signature Services.
- 9.2 If the authorised user is a natural person, the subscription of the authorised user to the e-Signature Service shall automatically terminate in the event of his/her death or incapacity. If the authorised user is a legal person and unless agreed to the contrary by OneLife, the subscription of the authorised user to the e-Signature Service shall also automatically terminate in the event of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the authorised user's debts, (ii) upon the authorised user making an assignment for the benefit of creditors, or (iii) upon the authorised user's dissolution or ceasing to do business (iv) upon the authorised user ceasing to be a duly registered for any reason whatsoever.
- 9.3 The subscription of the authorised user to the e-Signature Service may be terminated by OneLife with immediate effect if the authorised user commits a serious breach of any of the provisions of these Conditions.
- 9.4 The subscription of the authorised user to the e-Signature Service shall terminate automatically if and when either of the parties terminates the Policy, the Secured Website Access Agreement or the Terms of Business.
- 9.5 Any termination notice shall be sent by registered mail with acknowledgement of receipt to the other party's address or directly by email as stated in the present Conditions or as notified to the other party in writing. Should the authorised user wish to send a mail by post he/she should send a registered letter to OneLife.
- 9.6 In case of termination of the subscription of the authorised user for any reason whatsoever the Documents signed electronically by the authorised user using the e-Signature Service shall not be made available on paper or electronic format after termination, unless the authorised user specifically requests it to OneLife through the process established and communicated to the authorised user for doing so.
- 9.7 In case of termination of the subscription or un-subscription of the authorised user to the e-Signature Service, the future documents shall be made available for signature by the authorised user only in paper format using a handwritten signature and not an e-Signature as soon as the request for un-subscription or termination has been treated and validated by OneLife. The authorised user understands and accepts that this treatment can last for up to 2 weeks and that OneLife cannot be held liable in the event of any direct or indirect loss or damage suffered by the authorised user and resulting from the delay of treatment of his/her request, except in case of wilful misconduct or gross negligence from OneLife.

Article 10 – Responsibility

- 10.1 The parties accept that the obligations of OneLife, and particularly those with respect to access and security, are qualified as obligation of means ("obligation de moyens").
- 10.2 Except in case of wilful misconduct or gross negligence, OneLife cannot be held liable in the event of any error or omission in the information provided by OneLife or by third parties and made available to the authorised user through the e-Signature Service. All the same, OneLife shall not be held liable for any damage resulting from the installation or use of the ID card reader equipments and softwares if this ID card allows electronic signature of documents.

OneLife will in no event be held liable for any direct or indirect loss or damage suffered by the authorised user and resulting from the use of the e-Signature Service. The information provided through the e-Signature Service are provided for information purposes and OneLife will not bear any liability for the use of the information or any security leakage onto the system of the authorised user.

- 10.3 In the event of loss or theft of his/her credentials or any attempt of fraud that he/she would detect, the authorised user undertakes to inform OneLife immediately and OneLife will block the e-Signature Service without delay. Except in case of wilful misconduct or gross negligence, OneLife will not bear any liability for loss or damage resulting from access or an attempt to access and/or abusive, illegitimate or other use not complying with the present Conditions as updated from time to time by OneLife.
- 10.4 OneLife cannot be held liable for any damage suffered by the authorised user in relation with his/her hardware or the data it contains, which may occur following to a power failure or a shutdown, for any reason, such as development, repair, testing, maintenance, breakdowns, technical problems, break in the telecommunication network, overloads, negligence or fault of a third party or of the authorised user, nor for circumstances being out of OneLife's control.
- 10.5 OneLife cannot be held liable for any damage resulting from a virus in whatever form, bugs, or even any program or application or any security leakage of the authorised user system, which would be incompatible with the infrastructure used in view of the execution of the present Conditions.
- 10.6 The authorised user will be liable for any negligence in the use of the elements of the security system provided by OneLife.

Article 11 - Modification

- 11.1 Given the constant development of techniques and technologies, OneLife reserves the right to adapt or to modify unilaterally and at any time the security systems, the access procedures or the present Conditions.
- 11.2 Any such change will be communicated by OneLife to the authorised user through the Secured Website, the mobile app OneApp and/or by sms, mail or email – at the choice of OneLife – at least one month before such modification shall enter into force, except where technical or security issues impose a change at shorter notice. The user will have to agree to the new version of the present Conditions, before having the possibility to continue using the e-Signature Services.
- 11.3 Should the authorised user refuse such changes, the authorised user may terminate his subscription to the e-Signature Service at any time, either by not agreeing to the new version of the present Conditions, or by informing OneLife through the Secured Website or by mail or e-mail sent to OneLife.

Article 12 - Confidentiality

- 12.1 The parties undertake not to disclose to any third party (other than the relevant person with due mandate to receive such information) any information that they might have received from the other party under the e-Signature Service (including any information relating to the software).
- 12.2 This article shall survive the termination of the subscription of the authorised user to the e-Signature Service.

Article 13 - Miscellaneous

- 13.1 The present Conditions shall be construed and governed by the laws of Luxembourg, except where a mandatory regulation would impose the application of the laws of another country.
- 13.2 In case of dispute concerning the interpretation or performance of the present Conditions, the sole courts of Luxembourg City, Grand-Duchy of Luxembourg shall have exclusive jurisdiction.
- 13.3 Should any provision of these Conditions become illegal, invalid or unenforceable, such provision shall be amended in such manner as will most closely and accurately reflect the intention and purposes of such provision under these Conditions.

The remaining Terms and Conditions of these Conditions shall not in any way be invalidated or affected thereby and all such Terms and Conditions shall remain valid and in full force and effect.