Terms of Service

This Terms of Service was last updated on the 16th day of November 2026.
DottedSign was developed by Kdan Mobile Software Ltd. Users shall read the following Terms of Service carefully before using DottedSign.

In addition to the following Terms of Service, Users shall also read and follow the Terms of Service stated in the KDAN official website (https://www.kdan.com/terms_of_service) and the Terms of Service formulated in the official website of individual products which Users have also used.

1. Membership and Registration

For the purposes of this Terms of Service(“Agreement”), “KDAN” or “we” shall refer to KDAN Mobile Software Ltd., KDAN Mobile Software America Inc., KDAN Japan Ltd., KDAN Singapore Pte Ltd. or PDF Technologies, Inc. that has entered into this Agreement with users(“you”, “Users”) located in the corresponding region (hereinafter referred to as ‘you’ or the ‘User’).

By registering for membership with Kdan Mobile Software Ltd. (“KDAN”) and using DottedSign and the services and features provided by DottedSign (collectively “DottedSign Services”), you (“User”) are agreeing that these Terms of Service will apply and that you are bound by them (“Agreement”).

Membership registration is free of charge. Users may apply for new accounts via valid emails, social media accounts, or other platforms or methods approved by KDAN at the time of application for membership registration. In the event that the email or social media accounts used by User for membership registration is/are found to be invalid, User agrees that KDAN shall have the right at its sole discretion to suspend such User’s KDAN account and/or delete or remove any and all files stored under such account without any liability. If User encounters subscription or payment refund problems that result from using invalid email or social media accounts, further processing will take place only if User has resubmitted and verified a valid email or social media account with confirmation that such resubmitted account belongs to the User who has submitted the complaint. Users are deemed to have agreed to receive any emails or newsletters that will be sent by KDAN upon making an application for KDAN membership registration. Users will be charged only for and when subscribing to and purchasing DottedSign Services.

Users must meet the age restrictions of the country/region in which he or she is located in order to use DottedSign Services. If User in his or her country/region is a minor or a person of no capacity or limited capacity to perform juridical acts, User must obtain permission from his or her parent or legal guardian in order to use KDAN Services and accept this Agreement. If User is a person of no capacity to perform juridical acts, User’s legal guardian must apply for membership registration or pay for purchases on behalf of User in order to use DottedSign Services and accept this Agreement.

2. Governing Law and Contracting Entity

Users agree to comply with the applicable laws of the region where Users are located when using the DottedSign Services. We will, depending on Users' region, designate the contracting entity with whom Users are deemed to have reached this Agreement as follows:
(1) If Users are located in the Americas (including but not limited to the United States and its territories, Canada, Mexico, Brazil, Argentina, Peru, etc.), the contracting entity shall be KDAN Mobile Software America Inc., and both parties agree that the governing law shall be the laws of the State of California, United States, excluding the application of any conflicting laws.
(2) If Users are located in Japan (including Okinawa, Ishigaki Island, etc.), the contracting entity shall be KDAN Japan Ltd., and both parties agree that the governing law shall be the laws of Japan, excluding the application of any conflicting laws.
(3) If Users are located in Southeast Asia (including but not limited to Singapore, Thailand, Vietnam, Malaysia, Indonesia, etc.), the contracting entity shall be KDAN Singapore Pte Ltd., and both parties agree that the governing law shall be the laws of Singapore, excluding the application of any conflicting laws.
(4) If Users are located in Taiwan (including Penghu, Kinmen, Matsu, etc.), the contracting entity shall be KDAN Mobile Software Ltd., and both parties agree that the governing law shall be the laws of the Republic of China (Taiwan), excluding the application of any conflicting laws.
(5) If Users are located in the People's Republic of China, the contracting entity shall be PDF Technologies, Inc., and both parties agree that the governing law shall be the laws of the People's Republic of China, excluding the application of any conflicting laws.
(6) If Users are located in any region other than those listed above, the contracting entity shall be KDAN Mobile Software Ltd., and both parties agree that the governing law shall be the laws of Singapore, excluding the application of any conflicting laws.
The foregoing shall not apply to Users who purchase DottedSign Services through the KDAN Store website. Any purchase completed through KDAN Store, regardless of the User's region, such User shall be deemed to have entered into this Agreement with KDAN Mobile Software America Inc., and both parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California, United States, excluding any conflicting laws.

3. Services

(1) DottedSign Services

Users must access or download DottedSign Services through legal means authorized by KDAN. DottedSign Services require membership registration before using the services included in the product. Certain advanced features, including DottedSign AI Features (as further described in Section (3) of this Article), are available only to Users subscribed to the Pro Plan or above.

(2) DottedSign API

a. Except for the Users of the New Business Plan which is described in Article 4 Section (3), other Users shall sign a separate DottedSign API agreement with KDAN if they would like to integrate or connect the Services through DottedSign API. Users of New DottedSign Business Plan are granted to use DottedSign API for integration or connect the Services upon completing

their subscriptions. Except for the aforementioned cases, all Users are not permitted to use DottedSign API for themselves or authorize any third party to do so.

b. For Users who had signed the DottedSign API agreement with KDAN and for the Users of New Business Plan, we also grant those Users to use DottedSign testing environment services (hereinafter referred to as the "DottedSign Sandbox"). Before using the DottedSign Sandbox, Users shall complete the DottedSign Sandbox membership registration first to access the full range of DottedSign Sandbox services. Users acknowledge that the DottedSign Sandbox is solely for functionality tests, and Users shall not place any sensitive, confidential, or private information on the DottedSign Sandbox; moreover, those documents which are created by Users from the DottedSign Sandbox are only for testing, which means there are no obligations or rights established by them. KDAN shall not bear any responsibility under any circumstances for any data Users place in or any document Users created from the DottedSign Sandbox.

(3) DottedSign AI Features

a. DottedSign AI Features are available exclusively to Users subscribed to the Professional Plan or above. DottedSign AI Features provide document summaries, key information extraction, and answers to frequently asked questions regarding signing workflows (hereinafter referred to as "AI Output").

b. When a Sender enables DottedSign AI Features upon initiating a signing task, Signers may choose whether to use such features during the signing process. By clicking to activate AI Features, Signer agrees that KDAN may read and analyze the content of the document being signed in order to generate AI Output, and consents to KDAN processing the relevant data in accordance with this Article and the Privacy Policy.

c. DottedSign AI Features incorporate an AI model provided by the third-party service provider Google LLC (hereinafter referred to as "Third-Party Service"). AI Output may include results generated by the Third-Party Service. User agrees that KDAN may transmit User's input to the Third-Party Service to generate AI Output, and acknowledges that the Third-Party Service will process such data in accordance with its own terms and conditions, including its terms of service and privacy policy. User agrees to assume all risks arising therefrom. KDAN will not use any data processed through DottedSign AI Features to train AI models. If User does not consent to the transmission of input to the Third-Party Service, User shall not use DottedSign AI Features.

d. Users acknowledge that AI Output may contain inaccuracies, biases, or other errors. KDAN makes no warranty as to the accuracy, completeness, or fitness for purpose of any AI Output, and shall not be liable for any damages arising from the use of DottedSign AI Features.AI Output is provided for reference purposes only and does not constitute legal or any other professional advice, nor may it be relied upon as a basis for interpreting, performing, or asserting any contractual rights or obligations. Users who have questions regarding AI Output shall seek advice from a qualified professional.

4. Subscription and Trial

For DottedSign Services, KDAN offers the following subscription plans and free trial options. Some DottedSign Services Plans also provide additional purchase options:
(1) Subscription (without free trial)

Users can subscribe to DottedSign Services through KDAN's Apps, website or the KDAN Store.

User's subscription to DottedSign Services will be automatically renewed until User cancels the subscription. Subscription and renewal payments will be debited from User's credit card or other payment method for the billing cycle selected by User. If User wishes to cancel the paid subscription, User shall follow the instructions in Article 5.
(2) Free Trial

Upon the expiration of the Free Trial period, Users' subscription will result in the following depending on the subscription model:

(2.1) Subscription through an in-app purchase (for example, through the App Store, Google Play Store or Microsoft Store):

Upon the expiration of the Free Trial period, if User does not have an associated payment method tied to his or her account when subscribing to the Free Trial version, User's account will be downgraded to the free version and User can only continue to use the functions within the free version. If User has an associated payment method tied to his or her account, User's subscription will be renewed upon expiration. If User does not want to continue the subscription, User must manually cancel the subscription before the new subscription period starts; otherwise, KDAN will continue to charge the associated payment method tied to User's account for the subscription.

If User wishes to cancel the paid subscription after the Free Trial period expires, User should follow the relevant instructions set forth in Article 5.

(2.2) Subscription by means other than an in-app purchase (for example, through the KDAN Store at https://store.kdan.com):

Upon the expiration of the Free Trial period, if User does not have an associated credit card, PayPal account or other payment methods tied to his or her account when subscribing to the Free Trial version, User's account will be downgraded to the free version and User can only continue to use the functions within the free version. If User has an associated credit card, PayPal account or other payment methods tied to his or her account, User's subscription will be renewed upon expiration. If User does not want to continue the subscription, User must manually cancel the subscription before the new subscription period starts; otherwise, KDAN will continue to charge the associated payment method tied to User's account.

If User wants to manage the subscription or cancel automatic renewal, User can follow the procedures provided on the KDAN Store website (https://store.kdan.com/my-account/).
(3) DottedSign Business Plan

KDAN will introduce a new plan for the DottedSign Business Plan (hereinafter referred to as the "New Business Plan") starting from April 21th, 2025. The original DottedSign Business Plan (hereinafter referred to as the "Original Business Plan") will be discontinued and phased out in the future. KDAN will notify the Users in advance via the apps or email regarding the exact discontinuation date and details of the transition to the new plan. The applicable contents of the different business plans are as follows:

(3.1) Adding Users Option-Different pricing methods shall be applied according to different business plan

For the accounts which subscribed to the Original Business Plan before April 21th, 2025:

a. They may have their administrators (Admins) add users at any time. The fees shall be calculated as follows: the fees for new users shall be calculated in proportion to the number of days until the current term expires; the recurring subscription fees shall be calculated on the basis of the total number of users.

b. They may renew the same terms of the plan until April 21th, 2026, continuing to be charged based on the number of users as previously agreed, or renew under the new terms of the business plan specified in Section (3).

For the accounts which subscribed or had renewed to the New Business Plan on and after April 21th, 2025:

a. They may also have their administrators (Admins) add new users at any time. Though, the fees shall be calculated as follows: the additional fees for the tasks which used by the original subscription account and newly added users before the end of the current period will be calculated based on the usage tier.

b. The recurring subscription fees shall continue to be calculated on the basis of the original number of tasks of the subscription, rather than the total usage of tasks after adding new users.

The Original Business Plan will be discontinued at a later date, and its maintenance will cease simultaneously. Users should back up and retain their files before that date. KDAN will notify the Users in advance via the apps or email regarding the exact discontinuation date and details of the transition to the new plan. Accounts that have not completed the renewal of a New Business Plan before deactivation will be automatically converted to the free plan.

The original account purchaser can query the number of users subscribing to the purchase through the Admin Console. The subscription, unsubscribing, and refund mechanism of this subscription model is the same as that of the general subscription model (including Subscription (without free trial) and Free Trial). If the purchase is made through offline means (for example, through a sales representative, distributor or means other than in-app or online purchases), the payment terms shall be as per the contract at the time.

(3.2) Adding Tasks Option-Apply to who subscribed to or had renewed to the New Business Plan

The accounts which subscribed or had renewed to the New Business Plan on and after April 21th, 2025, may have their administrators (Admins) add new tasks at any time. The additional fees for the usage of tasks added by the original subscription account before the end of the current period shall be calculated based on the usage tier; the recurring subscription fees shall continue to be calculated on the basis of the original number of tasks of the subscription.

The original account purchaser can query the amount of tasks subscribing to the purchase through the Admin Console. The subscription, unsubscribing, and refund mechanism of this subscription model is the same as that of the general subscription model (including Subscription (without free trial) and Free Trial). If the purchase is made through offline means (for example, through a sales representative, distributor or means other than in-app or online purchases), the payment terms shall be as per the contract at the time.

5. Subscription Cancellation

If User subscribes to DottedSign Services via an in-app purchase, he or she shall follow the procedures set forth in the platform where User originally subscribed to the Services to view subscription history or cancel automatic renewal. For instance, if User subscribed to DottedSign Services via Apple's in-app purchase, he or she shall follow Apple's procedures for subscription management or refund as set forth at https://support.apple.com/en-ap/HT202039; or if User subscribed to DottedSign Services via Microsoft Store or Google Play Store in-app purchase, he or she shall follow Microsoft or Android's procedures as set forth at http://www.microsoftstore.com/store/msusa/en_US/DisplayHelpSubscriptionAutoRenewalPolicyPage or https://support.google.com/googleplay/answer/2476088?hl=en respectively.

However, if User subscribed to DottedSign Services on the KDAN Store, User can view his or her subscription history or cancel his or her automatic renewal on the Order History webpage at https://store.kdan.com/my-account. For special circumstances where refund is required, please contact us at https://www.kdan.com/contact Our customer service staff will respond and provide further processing.

For Users who subscribed to DottedSign Services on the KDAN Store website, KDAN provides corresponding refund policies based on the different plans of DottedSign Services subscribed by each user as follows (if you subscribe through the Apple App Store, Google Play Store or Microsoft Store platforms, please follow the refund standards and procedures of the platform.):

(1) DottedSign Pro Plan and Original Business Plan

(1.1) Users will receive a 100% refund if he or she cancels his or her subscription and requests a refund within 14 days of subscription. KDAN may however charge processing costs of no more than 5% of the subscription payment.

(1.2) Users will receive up to a 70% refund if he or she cancels his or her subscription and requests a refund within 15-30 days of subscription. KDAN may however charge processing costs of no more than 5% of the subscription payment.

(1.3) After 30 days of subscription to DottedSign Pro plan or the Original Business Plan, Users are deemed to have accepted and used DottedSign Pro plan, and thus are not entitled to any refund if Users cancel the subscription and request a refund.

(2) New Business Plan

(2.1) Users may request a refund based on the unused portion of the DottedSign Services multiplied by the original purchase price within 30 days of the subscription or the addition of new tasks. However, this amount may be subject to a deduction of up to 5% of the subscription payment as a processing fee.

(2.2) After 30 days of the subscription to the New Business plan or the addition of new tasks, Users are deemed to have accepted and used the services from the New Business plan, and Users are not entitled to any refund if you cancel the subscription and request a refund.

In the event that User cancels his or her subscription to DottedSign Services before the subscription period expires, User can still access and use DottedSign Services until the expiration date. However, when User receives any refund from KDAN, the DottedSign Services provided to User will be terminated automatically and simultaneously.

Users shall be solely responsible for the backup of files in the event of a refund or subscription cancellation. KDAN shall in no event be held responsible or liable for any loss or recovery of or damage to the files.

6. File Backup

KDAN continuously backs up the User data on the AWS network, performing full backups every day. The backed-up data is encrypted and distributed to various locations, with a retention period of 30 days.

The Cloud Storage Space included in DottedSign provides only online storage space for files uploaded by User. KDAN shall in no event be held responsible or liable for any loss, damage, or unauthorized use of files attributable to User or perpetrated by any third party. Under the terms of this Agreement, KDAN does not represent or warrant that any content User may store or access through DottedSign Services will not be accidentally corrupted, damaged, lost or removed, and in no event shall KDAN be liable for any such corruption, damage, loss or removal of User’s files.

User shall be solely and fully responsible for: the safekeeping of his or her account information (including the password), backup of any and all files at all times throughout the subscription period; disabling of the auto-renewal setting in the event of a subscription cancellation; declining a subscription renewal; requests for refunds; or any discontinuation of the Services.

To backup files, User shall retrieve and download the files from DottedSign Services to User’s own devices or other storage space. Please refer to the following link for the directions about how to export the signed documents to Google Drive, which is only applicable to Users of

DottedSign Business Plan or above: https://support.dottedsign.com/hc/en-us/articles/8505672645913

Our system backup strategy includes daily backups of databases (RDS) and disk storage (EFS), off-site backups, and the retention of the latest container images (Docker Images). Logs are backed up continuously. The data is primarily stored in AWS S3 across regions, which is located in the State of Virginia, East US and Tokyo, Japan, with varying retention periods based on business requirements, while some data is retained permanently. This ensures both the security and the availability of the data.

7. Subscription Expiration and Dormant Account

Except as otherwise provided in this Terms of Service, KDAN's subscription model is automatic renewal. Once the subscription period expires, if Users have not canceled the subscription according to Article 5, he/she shall be deemed to have agreed to continue the paid subscription.

The determination of dormant accounts and the clearance of their documents shall be handled as follows:

(1) Determination of Dormant Accounts: For free Users who have not subscribed to any paid plan (including Users who have been downgraded to the free plan after canceling their subscription), if a User has not logged in or has had no system activity record for two (2) consecutive years (calculated as 730 calendar days) since the date of the User's last system activity record on DottedSign Services, KDAN may classify such account as a dormant account.

(2) Task Clearance and Notification: If a dormant account under the preceding Section fails to resume activity after an advance notice has been given, KDAN may carry out clearance by moving the files of the tasks initiated by such account as the Sender to the Trash, and send a backup download notification email to all recipients of such tasks. However, if any of the foregoing tasks belongs to a team plan and such team plan remains under an active paid subscription, such task shall not be cleared.

(3) Trash Clearance and Permanent Deletion: Files moved to the Trash will be permanently deleted automatically by the system upon the expiration of the retention period specified in the notice of KDAN, and cannot be recovered after deletion.

(4) Advance Notice: The system will send an advance notice before the dormancy period expires. Once KDAN has sent the advance notice to the email address registered or designated by you in the system, such notice shall be deemed to have been delivered. Users shall keep such email address valid. KDAN shall not be liable if the User fails to become aware of the notice due to an invalid email address or the User's failure to receive emails.

(5) Responsibility for Self Backup: DottedSign is a platform that provides electronic signature services and is not a permanent file custody institution. Users (including Senders and all Signers) shall be responsible for downloading and backing up completed signed documents by themselves. After clearance is carried out under this Article, KDAN shall not be responsible for

file custody or recovery.

Except as provided in the preceding paragraph, after the expiration of subscription and User's cancellation of subscription according to Article 5, User may continue to use the extra free storage space with a certain amount of capacity on DottedSign Services obtained on the ground of having completed the entire procedure of membership registration. However, if the file uploaded or stored by User exceeds the limit of said free storage space, User understands that any file uploaded to DottedSign Services or obtained from DottedSign Services will be deleted in accordance with the Personal Data Protection Act and other relevant regulations or Privacy Policy of DottedSign Services.

8. Privacy Policy, Data Security Policy and CCPA

KDAN's Privacy Policy (available on https://dottedsign.com/privacy_policy) and Security Policy (available on https://dottedsign.com/security)

Any personal data that User supplies to KDAN, and any data obtained by KDAN due to User's use of KDAN's website or DottedSign Services will be subject to KDAN's Privacy Policy and protected according to its Security Policy.

If you are resident of California, California law provides you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, please refer to our CCPA policy here.

9. Compliance Obligations

User shall be solely and fully responsible and liable for the content created or produced by using DottedSign Services, or for the transmission, upload, reproduction and storage of the files on DottedSign Services. User shall warrant that no infringement of a third party's intellectual property rights or other rights has ever occurred. In no event shall KDAN be responsible or held liable for any of the foregoing deeds performed by User or a third party in relation to the files.

If you are a data controller subject to UK or EU data protection law, you agree to comply with our data processing agreement when transferring personal data to KDAN. This data processing agreement is incorporated by this reference and is available on Data Process Agreement https://files.kdanmobile.com/web-assets/common/trust/KDAN_GDPR_DPA.pdf.

10. Intellectual Property Rights

Users retain copyrights of the works created and signed by DottedSign.

User represents and warrants that, by using DottedSign, the contents or files created or signed on it are:

a. owned by User, or in the event where they are owned by a third party, User has obtained such party's express permission to use, copy, and transmit the files, or to modify and make derivative

works of the files;

b. not in violation of any copyright, trademark, trade secret or other intellectual property rights;

c. not in violation of the privacy or any right of a third party; and

d. not in violation of the law (e.g. obscene, offensive content, etc.), and not in violation of trade secrets or confidential information under an employment agreement or non-disclosure agreement, or involve any situation that may give rise to a violation of law or applicable regulations or policies.

11. User’s Conduct

User warrants that DottedSign Services "will not" be used for the following inappropriate purposes:

a. to upload, download, email, transmit, store, share, import or otherwise make available any content that is unlawful,tampering , forged, harassing, threatening, harmful, infringing, defamatory, insulting, humiliating, violent, obscene, vulgar, invading the privacy of others, hateful, racially discriminatory or otherwise inappropriate;

b. to stalk, harass, threaten, harm or make injurious falsehood to others;

c. to impersonate as any person or entity, or as a private-sector leader or government official, or to misrepresent one’s affiliation with any person or entity (KDAN reserves the right to reject or block what may be considered as impersonated or false identity, or any account or email address that misappropriates the name or identify of others);

d. to send, transmit, or otherwise make available any unsolicited or unauthorized email message, advertisement, promotional materials junk mail or chain letters, including but not limited to mass commercial advertisement, informational announcements and phishing email;

e. to upload, email, transmit or otherwise make available any material that contains a virus or any other computer codes, file, or program intended to harm, interfere with or limit the performance of KDAN’s products or services (or any part thereof) or the ordinary operation of any other computer software or hardware; and/or

f. to collect and store the personal information of any other User of DottedSign Services for any of the prohibited activities above.

12. Modifications

KDAN reserves the right to amend, adjust or modify this Agreement, service, price at any time, along with the right to add new or additional terms or conditions regarding KDAN Services. User agrees that User is responsible for reviewing this Agreement on a regular basis. By continuing the use of KDAN’s products or services, User is deemed to accept the updated Agreement. If

User does not consent to the updated Agreement, please cease using KDAN’s products or services.

When this Agreement is updated, we will forthwith publish the updated version on KDAN’s website, and notify User via a KDAN App or email as soon as possible.

13. Suspension of Rights

If User is reported of being, or KDAN discovers in a reasonable manner or is notified by a third-party service platform that User is: (1) in breach of the representation and warranty obligations under Article 9 and 10; (2) has engaged in misconduct in breach of Article 11; (3) has engaged in abusive conduct as specified below; or (4) has acted in a manner that KDAN reasonably believes to be similar to any of the situations above, KDAN may immediately suspend, in whole or in part, User's right to continue to use DottedSign services, or may modify/remove the content uploaded or provided by User, and if necessary, terminate the provision of services or cancel User's subscription.

KDAN shall not be liable for any consequential damages of User or a third party that may arise from its termination or suspension of account and/or access to KDAN’s products or services.

KDAN reserves the right not to refund the relevant fees of DottedSign services if User's account is suspended due to abusive conduct. If User files a refund dispute to a third-party payment platform on the ground of KDAN's termination or suspension of his/her account and/or access to KDAN's products or services, and if KDAN is able to prove with reasonable evidence that User’s rights are suspended due to his/her abusive conduct, User shall be liable for not only the relevant fees of KDAN’s products or services, but also the expenses and costs arising from KDAN’s handling of the dispute.

"Abusive conduct" shall include without limitation:

(1) By means of the "Bulk Send" function in the DottedSign service, sending a large volume of signing requests to potential users without their consent (regardless of whether they have actually agreed to the use of email or not) to the extent that KDAN receives complaints from numerous users, thereby affecting KDAN’s ordinary operations and diminishing KDAN’s reputation.

(2) Any act that is illegal or contrary to public order and good morals, including but not limited to sending altered or forged documents, content, or information; falsely claiming, impersonating, or implying an unauthorized identity to mislead others into signing.

(3) Repeatedly applying for a new account after a previous account is suspended by KDAN with reasonable cause or in accordance with this Agreement.

(4) Any conduct that is beyond the scope of reasonable use of DottedSign Services, including to exploit product or service vulnerabilities, or violate the product or service usage rules.

14. Termination of Subscription

In the event of User's breach of this Agreement, incurrence of any damages or losses in relation to DottedSign Services, or any situation where KDAN deems necessary, KDAN may terminate DottedSign Services or subscription without prejudice to its other entitled rights. KDAN shall not be liable for any consequential damages of User or a third party that may arise from its termination of account and/or cancellation of subscription.

User may cancel the subscription on his or her own initiative in accordance with Article 5.

Upon termination of User's account, User will lose all access to KDAN Services, including without limitations, the account, user name, email account, and contents therein.

Since KDAN's products and services share one single KDAN account, once a KDAN account is deleted by User, no KDAN Products or services will be available through the account.

15. Limitations on Use

User shall use DottedSign Services within the scope permitted by this Agreement and applicable laws, regulations, or by the generally accepted practice in the governing jurisdiction.

16. Disclaimer of Warranties

KDAN does not warrant that the use of DottedSign Services will be uninterrupted or error-free, and User agrees that from time to time KDAN may remove services for indefinite periods of time or cancel services in accordance with the terms of this Agreement.

User expressly understands and agrees that DottedSign Services are provided on an "as is' and 'as available' basis. KDAN and its branches, subsidiaries, managers, directors, employees, agents, partners or licensors expressly disclaim all warranties of any kind, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of rights of others. In particular, KDAN and its branches, subsidiaries, managers, directors, employees, agents, partners or licensors do not warrant that (i) DottedSign Services will meet your requirements; (ii) the use of DottedSign Services will be timely, uninterrupted, secure, or error-free; (iii) any information obtained by User from KDAN Services will be accurate or reliable, and (iv) any defects or errors in the software provided to User as part of KDAN Services will be corrected.

KDAN does not represent or warrant that DottedSign Services will be free from loss, attack, viruses, interference, hacking or other security intrusions, and KDAN disclaims any liability relating thereto.

Any material downloaded or otherwise obtained through the use of DottedSign Services is accessed at User's own discretion and risk, and User shall be solely and fully responsible for any damage to User's hard drive or loss of computer data that results from the download of any such material. User also acknowledges that DottedSign Services are not intended to be suitable for

use in User’s situation or environment, and if the data or information provided by DottedSign Services are delayed, erroneous or inaccurate in content, it is possible to cause shutdown, personal injury, or severe physical or environmental damage.

17. Indemnification

User agrees to defend, indemnify and hold KDAN, its branches, subsidiaries, directors, managers, employees, agents, partners, collaborators, and licensors harmless from any claim or demand, including reasonable attorneys’ fees, relating to or arising from: (i) User’s upload, post, transmission of any content, or any other activity available through DottedSign Services; (ii) the use of DottedSign Services; (iii) User’s breach of this Agreement; (iv) any action taken by KDAN as part of its investigation, or suspicion that breach of this Agreement has occurred, (v) breach of any rights of any third party, or (vi) User’s breach of the representations or warranties in this Agreement. User shall not sue KDAN, its branches, subsidiaries, directors, officers, employees, agents, partners, collaborators, and licensors on the ground of KDAN’s decision to remove any information or reject processing of any information or content, to send warnings to User, to suspend or terminate User’s access to DottedSign Services, or to take any other action during the investigation of a suspected breach or as a result of KDAN’s conclusion that breach of this Agreement has occurred. User acknowledges that User shall be responsible for all the use of DottedSign Services, and that this Agreement applies to any and all usage of User’s account.

User agrees to comply with this Agreement and to defend, indemnify and hold KDAN harmless from and against any and all claims and demands arising from using DottedSign Services or KDAN accounts, whether or not such use is manipulated by User or a third party.

The foregoing obligations shall survive and remain effective after the termination or expiration of this Agreement or upon User’s cancellation of subscription.

18. Limitation of Liability

To the fullest extent permissible by law, in no event shall KDAN, its branches, subsidiaries, directors, managers, employees, agents, partners, collaborators or licensors be liable to User for any direct, indirect, contingent, specific or consequential damages, including without limitations, the costs arising from use, data, business, goodwill or profits, or procurement of substitute goods or services, or other tangible or intangible losses, which may result from the manipulation of User or a third party, whether it is legally grounded or not, or whether KDAN has been informed of the possibility of the said damages, and whether User may not be entitled to seek damages thereafter. KDAN’s total amount of compensation arising out of or in relation to this Agreement shall be subject to a limit of within [3] months prior to the incurrence of the damages, [100]% of the average amount paid by User for using the relevant DottedSign Services.

19. Interoperability and Portability Policy and Procedures

DottedSign is a secure and exclusive electronic signature platform primarily designed to provide API support for seamless integration within enterprises and client systems. It adheres to unique interoperability standards for external applications and does not support data transfer or

interoperability with other electronic signature platforms.

For completed signing tasks, you can view, transmit, or store them in PDF format.

20. Cloud Platform Information Security Protection

Our service utilizes AWS EKS to ensure data security and high system availability. Through container isolation, authentication, and role-based access control (RBAC), we protect data from unauthorized access. AWS encryption technology is employed to secure data during transmission and storage. Automated monitoring, vulnerability scanning, patch management, and threat intelligence gathering are implemented to continuously detect and address potential threats.

We are committed to adhering to ISO 27001, ISO 27017, and ISO 27018 to enhance customer trust in our service.

21. Scope, Characteristics and Location of Business Relationship and Services Offered

Our service operates on AWS global data centers, providing a stable and secure environment for digital documents. The service scope includes data residency requirements in compliance with regional regulations. Data is primarily stored in AWS S3 (State of Virginia, East US, and Tokyo,Japan) to ensure local data compliance, and high availability and redundancy are achieved through AWS security architecture.The disclosure of information regarding subprocessors of our service requires a formal request from the user. Such disclosure will only be provided under the conditions that it complies with information security, privacy protection, and trade secret regulations, and does not negatively impact KDAN's operations. Furthermore, both parties must sign a Non-Disclosure Agreement (NDA) to ensure compliance.

22. Information Security Requirement

We implement information security controls in accordance with ISO/IEC 27001, ISO/IEC 27017, and ISO/IEC 27018 requirements, including transmission encryption, regular audits, access control, and data isolation. AWS's robust architecture allows the platform to enforce strict security measures aligned with industry standards.

23. Shared Security Responsibility Model, SSRM

According to KDAN's shared responsibility model, we are responsible for managing client encryption, access management, and data privacy compliance, while AWS is responsible for infrastructure-level security, including physical access control, network security, and the integrity of foundational software. The user is responsible for managing user-related content, ensuring the integrity and correct compliance of data content, and the security of the device network. If the user becomes aware of any potential security vulnerabilities or risks in the aforementioned information, content or device, the user should immediately Inform KDAN.

We provide time synchronization feature, so the user do not need to manually configure an NTP (Network Time Protocol) server. The time settings are maintained and managed by the DottedSign cloud service.

24. Cloud Customer Change Management Process

We allow users to submit change requests for data management preferences. Each change will be recorded, reviewed, and processed to ensure compliance with security standards and minimize potential impact or disruption on service.

25. Logging and Monitoring Capability

Our logs and monitors key activities of the system, recording user operations, data access and security events. These logs are securely stored to provide the necessary transparency to identify and resolve any potential issues.

26. Incident Management and Communication Procedures

We detect, classify, and respond to potential security incidents, and report them in accordance with procedural requirements to ensure timely notification to affected users in the event of an incident. For potential security incidents within the DottedSign Services, digital evidence collection and preservation will be conducted in accordance with established procedures and requirements to ensure compliance, protect users' rights, and provide a transparent and traceable handling process when necessary.

27. Audit Rights

KDAN may cooperate with audit requests based on Users' needs, provided that it does not compromise trade secrets. The scope of the audit is limited to DottedSign Services and will be subject to applicable fees based on the specific requirements.

28. Third Party Assessment

We conduct internal audits annually and undergo verification by an independent certification body to obtain and maintain ISO 27001, ISO 27017 and ISO 27018 certification. The certificate remains valid, and users with further questions are welcome to contact our sales team.

29. Data Privacy

Users are responsible for conducting data security and compliance assessments and management in accordance with applicable laws, such as the Personal Data Protection Act and GDPR. While the DottedSign Services provide relevant security features, personal data and temporary data protection and documentation, Users shall bear the ultimate responsibility for data protection.

30. Completeness

If any provision of these Terms of Service is deemed invalid or unenforceable by a court or other competent authority, the validity and enforceability of the remaining provisions shall not be affected.

31. Interpretation

KDAN reserves the right of final interpretation regarding matters published on the website.

32. Dispute Resolution

The applicable law under this Agreement and the KDAN Services relationship between KDAN and Users shall be governed in accordance with Article 2 of this Agreement. Any disputes arising out of or in connection with the DottedSign Services or this Agreement shall be submitted to the courts or arbitration institution designated below, depending on Users' region:
(1) If Users are located in the Americas (including but not limited to the United States and its territories, Canada, Mexico, Brazil, Argentina, Peru, etc.), both parties agree to submit to the jurisdiction of the Superior Court of Orange County, California, United States.
(2) If Users are located in Japan (including Okinawa, Ishigaki Island, etc.), both parties agree to submit to the jurisdiction of the Tokyo District Court of Japan.
(3) If Users are located in Southeast Asia (including but not limited to Singapore, Thailand, Vietnam, Malaysia, Indonesia, etc.), both parties agree to submit to the jurisdiction of the Singapore International Commercial Court(SICC).
(4) If Users are located in Taiwan (including Penghu, Kinmen, Matsu, etc.), both parties agree to submit to the jurisdiction of the Taiwan Taipei District Court as the court of first instance.
(5) If Users are located in the People's Republic of China, both parties agree to submit the dispute to arbitration before the Shanghai International Economic and Trade Arbitration Commission.
(6) If Users are located in any region other than those listed above, both parties agree to submit to the jurisdiction of the Singapore International Commercial Court.
The foregoing shall not apply to Users who purchase DottedSign Services through the KDAN Store website. Users who complete their purchase through the KDAN Store agree that, regardless of their region, the Superior Court of California, County of Orange shall have jurisdiction over any disputes.

33. Language and Translations

KDAN may provide certain translated versions of this Terms of Service for international users. If there is a discrepancy between the translation version and the Traditional Chinese version, the Traditional Chinese version shall prevail.