

Specific Terms and Conditions for the Purchase and Use of Advanced Signature

Version 2.1 · October 26, 2026 · Supersedes version 2.0 of September 17, 2026

1. Service provider

The service covered by these Terms is provided by **Sesame Labs, S.L.** (hereinafter, “**SESAME**”), with Tax ID (NIF) B98719818 and registered office at Calle de la Travesía, s/n, Base n.º 1, 46024 Valencia (Spain), registered with the Commercial Registry of Valencia, Volume 9938, Book 7220, Folio 87, Sheet V-164478, 1st entry.

SESAME acts as a **non-qualified** trust service provider within the meaning of Regulation (EU) No 910/2014 (eIDAS) and Spanish Law 6/2020 of November 11, regulating certain aspects of electronic trust services.

2. Purpose and acceptance

These Terms govern the license to use the “Advanced Signature” feature of the SESAME HR platform that SESAME grants to the CUSTOMER, as well as the conditions under which signatories use the service to sign documents.

By installing the “Advanced Signature” electronic signature module on the platform, the CUSTOMER declares that they have read, understood, and fully accepted these Terms. Before completing a signature, the signatory must expressly accept these Terms and the applicable privacy policy; this acceptance is recorded in the audit trail of the process.

3. Applicable service policy

The service is provided in accordance with SESAME’s Signature Service Practice Statement (DPSF), published at <https://signe.cloud/dpsf>, which forms an integral part of these Terms.

In the event of any discrepancy between the two documents, the DPSF shall prevail on the technical and operational aspects of the service, and these Terms shall prevail on contractual matters.

As of the date of these Terms, the service is undergoing an internal compliance assessment against the applicable ETSI standards (ETSI EN 319 401 and the ETSI TS 119 431 family), which is in progress and not certified. This assessment does not constitute a certification under ETSI EN 319 403-1 or a conformity assessment report for the purposes of Article 20 of Regulation (EU) 910/2014. SESAME will update this information, stating the assessment body, the scheme applied, and the date, once the assessment is completed.

4. Service description and usage limitations

The Signature Module is a technology tool designed to facilitate the management, collection, and storage of electronic signatures between user parties. The service generates non-qualified electronic signatures, sealed with the provider’s seal certificate and incorporating a qualified timestamp issued

by a qualified time-stamping authority. The service is described as an advanced electronic signature service when the configuration and the evidence applied make it possible to meet the requirements of such a signature. In particular, when the customer company does not require strong authentication (WebAuthn/passkey), the signatory's authentication relies on a single factor, in accordance with sections 1.3 and 5.1 of the DPSF.

Accordingly, the following usage limitations are expressly communicated:

- The service does not generate qualified electronic signatures and does not produce the effects that Regulation (EU) 910/2014 reserves for them.
- The service is not intended for acts or documents for which the applicable legislation requires a qualified electronic signature, notarial intervention, or any other specific form.
- It may not be used for unlawful purposes.

These limitations are communicated in advance for the purposes of Article 13.2 of Regulation (EU) 910/2014.

5. Service availability

SESAME undertakes to maintain a monthly availability of the signature service of 98.5%, calculated over the total time of the calendar month and excluding scheduled maintenance windows. Scheduled maintenance windows are communicated to CUSTOMERS at least 48 hours in advance and are planned, whenever possible, during periods of lower usage.

In the event of serious interruptions, SESAME applies its business continuity plan, with a maximum recovery time objective (RTO) of four (4) hours and a maximum recovery point objective (RPO) of two (2) hours, in accordance with the DPSF.

6. CUSTOMER obligations

- Properly verify the identity of the recipients and participants of the documents sent for signature before sending them.
- Ensure that their use of the Signature Module complies with the legislation, regulations, and legal requirements applicable in their country and industry.
- Determine whether documents signed through the Module are legally valid and sufficient for their specific purposes, seeking independent legal advice where necessary.
- Use the service in accordance with the usage limitations set out in clause 4 and not use it for unlawful purposes or in an unauthorized manner.
- Provide signatories with the necessary information about the service and about these Terms.

7. Information for signatories and relying parties

Any signatory and any party relying on a document signed through the service can verify its integrity and traceability by means of the associated audit trail report, which is delivered together with the signed document and can be requested from the CUSTOMER or from SESAME.

Verification covers the document's chain of integrity, the declared identity of the signatory, the events recorded during the signature process, and the qualified timestamp applied.

In addition, the signature embedded in the PDF document (PAdES), the seal certificate, and the timestamp can be validated with any validation tool compliant with ETSI EN 319 102. Signatures are generated at the B-T level, which does not embed in the document all the information required for long-term validation; validation after the seal certificate has expired or been revoked depends on the availability of the status and time evidence that SESAME retains in accordance with clause 8.

8. Retention of documents and evidence

SESAME retains signed documents, their audit trail, and the associated records for fifteen (15) years from the date of signature, unless the applicable legislation requires a longer period or the CUSTOMER has agreed a different period in writing.

Once that period has elapsed, the data is securely deleted in accordance with the provider's retention policy. The CUSTOMER may download the signed documents and their evidence at any time while the service is in force.

9. Liability

SESAME is liable for damages caused intentionally or negligently to any natural or legal person as a result of a failure to comply with the obligations imposed on it by the legislation governing electronic trust services, under the terms of Article 13 of Regulation (EU) 910/2014 and Law 6/2020.

Outside that scope, and without prejudice to any liability that cannot be excluded by law, SESAME shall not be liable for:

- The legal effects, evidentiary value, or sufficiency of the signatures obtained through the Module for the specific purposes pursued by the CUSTOMER, which depend on the legislation applicable in each jurisdiction, the type of document, and the use made of it.
- Damages arising from the use of the service outside the usage limitations set out in clause 4.
- Improper, unauthorized, or unlawful use of the service by the CUSTOMER or by third parties.
- The CUSTOMER's failure to comply with their obligation to verify the identity of the recipients in advance.

10. Data protection

When processing the personal data contained in the documents and evidence, SESAME acts as data processor on behalf of the CUSTOMER, under the terms of the Data Processing Agreement entered into by the parties, which takes precedence in this matter. Information on the processing of signatories' data is available at https://legal.sesamehr.com/es_legal/politica-de-privacidad?lang=es

11. Reporting security incidents

Any CUSTOMER, signatory, or third party may report security incidents, vulnerabilities, or suspicious events related to the service via security@sesametime.com or through the form available on the support portal. SESAME will acknowledge receipt of the report and handle it in accordance with its incident management procedure, informing the reporting person of the outcome where appropriate.

12. Complaints and dispute resolution

Complaints and claims regarding the service may be sent to security@sesametime.com or through the form on the portal. SESAME will acknowledge receipt within 48 hours and will resolve the matter within a maximum of 15 business days, in accordance with its internal complaints and disputes procedure.

Once this channel has been exhausted, the complainant may turn to the courts indicated in clause 15 or to any alternative dispute resolution mechanisms applicable to them.

13. Termination of the service

If the advanced signature service is discontinued for any reason, including insolvency proceedings, liquidation, or a supervening impossibility of continuing to provide it, SESAME will notify CUSTOMERS at least three (3) months in advance, will maintain access for downloading the signed documents and their evidence during that period and, where appropriate, will transfer the retention obligations to another provider or deliver the files to the CUSTOMER.

The obligations to retain evidence will continue in accordance with the provider's termination plan.

14. Changes to these Terms

SESAME may amend these Terms to adapt them to regulatory, technical, or operational changes. Each version is published on the legal portal with its version number and effective date, and previous versions remain accessible. Substantial changes will be communicated to CUSTOMERS reasonably in advance of their entry into force.

15. Governing law and jurisdiction

These Terms are governed by Spanish law, in particular by Regulation (EU) No 910/2014 and Law 6/2020 of November 11.

For CUSTOMERS who are not consumers, the parties expressly submit to the courts and tribunals of the city of Valencia, waiving any other jurisdiction that may apply to them.

Where the CUSTOMER or the signatory is a consumer, the competent jurisdiction shall be the one that corresponds to them by law, and this clause shall in no way limit that right or the actions available to them under consumer protection legislation.

16. Entry into force

These Terms enter into force on October 26, 2026, the date of their publication, and supersede version 2.0 of September 17, 2026.