



Swisscom Signing Service Product Specific Terms



THESE PRODUCT SPECIFIC TERMS SWISSCOM SIGNING SERVICE ARE INCORPORATED INTO THE AGREEMENT UNDER WHICH NITRO HAS AGREED TO PROVIDE THE SERVICES AND APPLY IF YOU HAVE SIGNED UP FOR THE SWISSCOM SIGNING SERVICE (AS DEFINED IN SECTION 1 BELOW) AS SET OUT IN THE ORDER FORM WHICH ALSO INCORPORATES THE [TERMS OF SERVICE FOR NITRO SIGN ENTERPRISE VERIFIED AND NITRO IDENTITY HUB](#).

PLEASE VISIT OUR [GENERAL PRODUCT SPECIFIC TERMS PAGE](#) IF YOU ARE LOOKING FOR OTHER PRODUCT SPECIFIC TERMS APPLICABLE TO OTHER SPECIFIC NITRO SERVICES.

1. DEFINITIONS

Capitalized terms used in these Product Specific Terms Swisscom Signing Service and not separately defined herein, shall have their respective meanings ascribed to such terms in the [Nitro Terms of Service for Nitro Sign Enterprise Verified and Nitro Identity Hub](#). As used in these Product Specific Terms Swisscom Signing Service, the following terms shall have the following meanings:

“Swisscom” has the meaning given in Section 2.

“Swisscom Signing Service” has the meaning given in Section 2.

2. SWISSCOM SIGNING SERVICE

- 2.1 Nitro’s Services allow a connection with the Swisscom Signing Service which enables Customer to use additional signing methods for signing or sealing documents (“**Swisscom Signing Service**”) as made available by Swisscom Trust Services Ltd. (registered in Switzerland under company ID CHE-489.728.447), [Swisscom](#) (Switzerland) Ltd., (registered in Switzerland under company ID CHE-101.654.423) or Swisscom IT Services Finance S.E. (registered in Austria under company number 378965b) (“**Swisscom**”) depending on the Swisscom Signing Service used by the Customer. Documentation on the Swisscom Signing Service (e.g., service description, privacy policies, etc.) is made available by Swisscom via <https://trustservices.swisscom.com/en/downloads/>.
- 2.2 The Swisscom Signing Service will be made available embedded within Nitro’s Services within a reasonable time as from the signature date of the relevant Order Form (unless a specific timing was agreed between the Parties in writing). The in scope additional signing methods (and/or other features) offered by the Swisscom Signing Service are indicated in the Order Form (or any other part of the Agreement describing the functionalities of the Swisscom Signing Service). Customer’s usage of the Swisscom Signing Service is subject to the payment of additional fees, as set out in the relevant Order Form (or any other relevant part of the Agreement).
- 2.3 Nitro resells the Swisscom Signing Service to Customer upon the Customer’s acceptance of the Agreement including without limitation these Product Specific Terms Swisscom Signing



Service. This means that the usage of the Swisscom Signing Service by Customer will be governed by these Product Specific Terms Swisscom Signing Service and the remainder of the Agreement. The Swisscom Signing Service may only be used by Customer after Customer signs the Order Form that includes the Swisscom Signing Service. Depending on Customer's use of the Swisscom Signing Service, Customer shall additionally have to conclude a RA Master Agreement (or any other applicable terms) directly with Swisscom, and each (end) User of the Swisscom Signing Service might have to accept additional Swisscom terms of use.

- 2.4 Use of the Swisscom Signing Service for signatories residing outside Switzerland, the European Union or the European Economic Area is permitted only with Nitro's prior written approval granted following a request submitted to legalnotices@gonitro.com.

3. PROCESSING OF CUSTOMER DATA

- 3.1 In order to ensure integration between Nitro's Services that embed the Swisscom Signing Service and the functioning of the Swisscom Signing Service in general, Customer instructs Nitro to interchange Customer Data with Swisscom as far as necessary for the provisioning of the Swisscom Signing Service and in general for the purpose of Nitro's responsibilities under the Agreement.
- 3.2 The Swisscom Signing Service is hosted by Swisscom and Customer acknowledges Nitro has no ability to influence or impact the availability of such hosted environment.

4. LIABILITY

- 4.1 For the avoidance of doubt, and without prejudice to any specific (more extensive) limitation of Nitro's liability as set out in these Product Specific Terms Swisscom Signing Service, the Section in respect of limitation of liability in the Nitro Terms of Service shall also be applicable to these Product Specific Terms Swisscom Signing Service and the Swisscom Signing Service in general.
- 4.2 Customer shall only assert contractual claims related to the Swisscom Signing Service directly to Nitro and not against Swisscom.

[END OF PRODUCT SPECIFIC TERMS SWISSCOM SIGNING SERVICE]

