

# TERMS AND CONDITIONS

Usign (Pty) Ltd – Digital Signature Platform

**Last Updated:** 1<sup>st</sup> February 2026

## 1. Introduction

These Terms and Conditions (“Terms”) govern the use of the digital signature platform and related services provided by **Usign (Pty) Ltd** (“Usign”, “we”, “our”, or “us”).

Usign (Pty) Ltd is a Botswana-founded and Botswana-based technology company providing secure electronic signature solutions under the promise “**Your Digital Signature.**”

By accessing, subscribing to, or using the Usign platform and services, the customer (“Customer”, “User”, “Organisation”, or “Client”) agrees to be legally bound by these Terms.

## 2. Company Information

Usign (Pty) Ltd

**Address:**

Unit 46B, Molapo Crossing  
Gaborone, Botswana

**Phone:** +267 76 018 971 / 76 113 819

**Email:**

[info@usign.co.bw](mailto:info@usign.co.bw)

[sales@usign.co.bw](mailto:sales@usign.co.bw)

**Website:**

[www.usign.co.bw](http://www.usign.co.bw)

## 3. Nature of the Service

Usign provides a digital signature platform that enables organisations and individuals to:

- Digitally sign documents
- Automate approval workflows
- Securely archive signed documents
- Manage document authentication and verification
- Operate in a paperless digital environment



The platform is available through:

1. Cloud-based Software-as-a-Service (SaaS)
2. Private Tenant Deployments

## 4. Governing Law

The Usign platform is designed and developed in Botswana primarily for Botswana citizens and institutions.

Therefore:

1. The platform shall be interpreted and governed by the laws of the Republic of Botswana, including applicable legislation and the Constitution of Botswana.
2. Botswana courts shall have primary jurisdiction over disputes relating to the use of the platform.

International organisations and multinational entities using the platform acknowledge that:

- The software is designed according to Botswana legal frameworks.
- Use outside Botswana jurisdiction is at the customer's own risk.
- Usign shall not be liable for legal consequences arising from laws or regulations outside Botswana.

## 5. Account Registration

Customers may be required to create an account to access the platform.

Users agree to:

- Provide accurate information during registration
- Maintain the confidentiality of login credentials
- Be responsible for activities conducted under their account
- Usign shall not be liable for losses resulting from compromised user credentials.

## 6. Envelopes, Licensing and Payments

Usign services operate on an envelope-based licensing model.

An envelope represents a document transaction processed through the Usign platform with one (1) envelope equivalent to P1.00. Each signatory applied to a document within an envelope is charged at a rate of P5.00 per signatory.

For:

- Subscription-based access to our platform



All license fees are:

- Activated licenses are non-refundable
- Implementation fees are non-refundable once work has commenced.

This is because digital licenses are provisioned immediately upon activation and cannot be “returned” in the traditional sense.

Customers may obtain envelopes through the following methods:

#### **6.1 Online Purchase within the Platform**

Customers may purchase envelopes directly within the Usign system. Envelope bundles may be purchased starting from P100 or more, and the corresponding envelope credits will be allocated to the customer account immediately upon successful payment.

#### **6.2 Bank Payment and Manual Allocation**

Customers may alternatively make payment via bank transfer or other approved payment methods. Upon confirmation of payment, Usign will allocate the purchased envelope credits to the customer's account accordingly.

#### **6.3 Usage of Envelopes**

Envelope credits are deducted automatically each time a document is signed. Charges are calculated based on the number of signatories participating in the signing process.

#### **6.4 Storage Charges**

Cloud-based customer accounts include a base storage allocation as defined in the applicable service plan. Additional storage charges may apply where the allocated limit is exceeded.

#### **6.5 Refund Policy**

Envelope credits that have already been allocated to a customer account are non-refundable once activated, except in cases of duplicate payment or billing error as determined by Usign.

## **7. Storage and Data Usage**

Cloud-based tenants receive 3GB of storage included in the subscription.

Once the storage threshold exceeds 3GB:

- Additional storage fees will apply.
- Storage costs will be billed according to Usign pricing policies.

Customers are responsible for monitoring their storage usage.



## 8. Data and Document Ownership

Customers retain full ownership of all documents uploaded to the platform.

Usign acts only as a service provider facilitating secure electronic signing and document management.

Customers are responsible for maintaining backups of their documents, as Usign provides access to document downloads and email copies but does not assume responsibility for retained copies.

## 9. System Updates and Enhancements

Usign reserves the right to:

- Update
- Upgrade
- Improve
- Modify
- Enhance

the platform at any time.

For all customers, such changes may occur without prior notice if necessary for security, maintenance, or performance improvements.

## 10. Customisation Requests

If a customer requests custom features or modifications that are:

- Specific to that organisation, and
- Not adopted as standard features across the Usign platform, the requesting customer shall bear the full cost of development, implementation, and testing.

Usign retains ownership of any resulting software enhancements.

## 11. Training and Implementation

Usign will provide:

### Rollout Training

- Up to three (3) virtual training sessions during system implementation.



### **Upgrade Training**

- Up to two (2) virtual refresher training sessions for major upgrades.

Additional training may be provided at an agreed fee.

## **12. Physical Training Costs**

Where customers request on-site physical training, the customer shall bear all associated costs including but not limited to:

- Consultancy fees
- Travel costs
- Accommodation
- Meals
- Local transportation
- Venue costs, etc

## **13. Marketing Rights**

Customers agree that Usign may use the customer's organisation name and logo for:

- Marketing materials
- Customer references

Unless the customer provides a written request to opt out.

## **14. Proprietary Rights**

The Usign platform is proprietary software owned exclusively by Usign (Pty) Ltd.

Customers are not entitled to:

- Access the software source code
- Access the platform database structure
- Reverse engineer the software
- Modify or redistribute the system.

All intellectual property rights remain the sole property of Usign.

## **15. Private Tenant Deployments**

Customers opting for private tenant installations must comply with additional conditions.



## Installation

Private tenants will pay:

- Installation fees
- Setup and configuration costs

## Technical Support

Technical support is billed per hour for requests not related to system malfunction.

Examples include:

- User assistance
- Configuration requests
- System adjustments

## Customer-Caused System Damage

If system failure occurs due to:

- Sabotage
- Negligence
- Unauthorised system changes
- Infrastructure failure caused by the customer

The customer shall bear the full cost required for Usign to restore system functionality.

# 16. Refund and Cancellation

Refunds and cancellations are governed by the Usign Refund & Cancellation Policy, which forms part of these Terms.

Key provisions include:

- Activated licenses are non-refundable
- Implementation fees are non-refundable once work has commenced

Full details are available in the Refund & Cancellation Policy.

# 17. Service Availability

Usign aims to maintain continuous system availability.

However, the service may occasionally experience interruptions due to:

- Maintenance
- Security updates
- Infrastructure upgrades
- External network disruptions

Temporary interruptions do not automatically qualify for refunds.



## 18. Force Majeure

Usign shall not be liable for delays or failure to perform obligations caused by events beyond reasonable control, including but not limited to:

- Natural disasters
- War
- Civil unrest
- Government actions
- Power outages
- Internet failures
- Cyber attacks
- Pandemics

During such events, obligations may be suspended until normal operations resume.

## 19. Limitation of Liability

To the maximum extent permitted by Botswana law, Usign shall not be liable for:

- Indirect damages
- Loss of profits
- Loss of business
- Loss of data
- Third-party legal claims

Total liability shall not exceed the fees paid by the customer in the preceding 12 months.

## 20. Termination

Usign may suspend or terminate accounts if a customer:

- Violates these Terms
- Uses the platform for unlawful purposes
- Fails to make required payments
- Attempts to compromise system security

## 21. Data Retention After Termination

Upon account termination:

- Customer access will still be enabled.
- Customers will still be able to export their data.



- Usign may retain archived records for compliance and audit purposes for a period of 3 months.

## 22. Amendments

Usign reserves the right to update these Terms and Conditions at any time.

Updates will be published on the Usign website and become effective upon publication.

Continued use of the platform constitutes acceptance of the updated Terms.

## 23. Contact Information

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