

Audit Trail Certificate


Name of Document	[Sample] Test Document Relating to Request for Signature
Document ID	a66b78f0-8175-11eb-8fe9-43784ca34b62
Signature Status	Completed
Base Time	(UTC+09:00) Korean Standard Time
Number of Pages	1p

Information on Signature Requesting Party

Signature Requesting Party	
Name	Modusign
Email	ig.song@modusign.co.kr

Information on Signing Party

First Signing Party	Signature
Name	Ted
Email	ted@sample.co.kr
Information on Progress	Signature completed



Progress History

Time and Environment of Progress	Details
2021-03-10 16:53:07 52.79.128.14	Modusign (ig.song@modusign.co.kr) initiated a request for signature.
2021-03-10 16:53:09 Automatic Progress	The documents to be signed have been sent to Signing Party Ted (ted@sample.co.kr).
2021-03-10 17:14:03 1.249.118.102	Ted (ted@sample.co.kr) has confirmed the details of the documents.
2021-03-10 17:14:19 1.249.118.102	Ted (ted@sample.co.kr) has signed the documents.
2021-03-10 17:14:21 Automatic Progress	All of the signatures for the document have been completed, and all signing parties have transmitted the completed documents and the audit trail certificate.

Electronic Signature Terms of Use v4.0.0

The Signature Requesting Party has consented to the following during the process of subscribing for membership, and the Signing Party has consented to the following by clicking the “Consent and Complete Signature” button during the process of proceeding with electronic signature.

1. Definition of Terms

- 1) Service: means Modusign which is the cloud-based easy electronic contract service. (URL: <https://modusign.co.kr>)
- 2) Company: means Modusign Inc. which operates the Modusign service.
- 3) User: means members or non-members that use the Service.
- 4) Member: means any person who accesses the Service to execute a use agreement with the Company and uses the Service provided by the Company in accordance with the Terms of Use.
- 5) Non-member: means any person who does not subscribe to the Service and uses information and services provided by the Service.
- 6) Signature Requesting Party: means a member who requests the Signing Party to electronically sign a document.
- 7) Signing Party: means a user who has been requested to sign, or signs a document as requested by the Signature Requesting Party.

2. Legal Effect of Electronic Document

- 1) An electronic document that is used for an electronic signature does not lose its effectiveness as a document for the reason that it is in electronic form as set forth in Article 4, Paragraph 1 of the Framework Act on Electronic Documents and Transactions.
- 2) The legal effectiveness of an electronic document may not be recognized if there is an applicable provision in another Act.
- 3) The Signature Requesting Party must confirm whether the legal effectiveness of the electronic document being used for an electronic signature is not recognized due to an applicable special provision under other laws and regulations before requesting a signature. In the event such fact is not recognized and an issue arises, the Company bears no liability.
- 4) The Signing Party must confirm whether the legal effectiveness of the electronic document being used for an electronic signature is not recognized due to an applicable special provision under other laws and regulations before signing such electronic document. In the event such fact is not recognized and an issue arises, the Company bears no liability.

3. Legal Effect of Electronic Signature

- 1) The electronic signature used by the Service is only possible upon receiving a consent from the Signing Party, and such electronic signature takes effect as signature, signature and seal, or name and seal agreed between the parties in accordance with Article 3, Paragraph 2 of the Electronic Signature Act.
- 2) The legal effectiveness of the electronic signature used by the Service may not be recognized if there is an applicable special provision under other laws and regulations.
- 3) The Signature Requesting Party must confirm whether the legal effectiveness of the electronic signature used by the Service is not recognized under laws and regulations before requesting a signature. In the event such fact is not recognized and an issue arises, the Company bears no liability.
- 4) The Signing Party must confirm whether the legal effectiveness of the electronic signature used by the Service is not recognized under laws and regulations before signing. In the event such fact is not recognized and an issue arises, the Company bears no liability.

4. Effectiveness of Original Document

The Signature Requesting Party and the Signing Party shall acknowledge that the following documents are original documents and not copies.

- 1) When all Signing Parties have completed signing, the document that is transmitted via email, Kakao notification or LMS and the printout of the document in question.
- 2) When all Signing Parties have completed signing, the document that can be checked on the Service and printout of the document in question.

5. Obligation to Confirm Parties

- 1) The Signature Requesting Party must confirm the real name, personal email, and mobile phone number of the Signing Party before requesting a signature.
- 2) The Signature Requesting Party may confirm a person’s identity through personal identity verification methods such as email, mobile phone identification, access password verification, etc.
- 3) The Signature Requesting Party and the Signing Party must confirm that all Signing Parties have the proper authority (the party itself, authorized representative, etc.).
- 4) In the event an issue arises due to signing with the Signature Requesting Party or the Signing Party that lacks proper authority, the Company bears no liability.

6. Obligation to Maintain Email Account and Mobile Phone Number

Details regarding electronic signatures are transmitted to the email address or mobile phone number (Kakao notification, LMS) of the Signing Party. The Signature Requesting Party and the Signing Party must maintain a state where details regarding electronic signatures can be transmitted, and the Company bears no liability for any issues arising as a result of non-transmission of details regarding electronic signatures due to reasons attributable to the Signing Party such as deletion of email, change of mobile phone number, refusal of receipt, etc.

7. Document Security Obligation

The Signature Requesting Party and the Signing Party must not leak matters regarding signature progress, such as links, documents, audit trail certificates, etc., through email, sharing, etc., in the absence of mutual consent between the parties.

8. Document Storage

Matters regarding signature progress and documents are stored on the server, and Members can access the Service and confirm details of documents anywhere, anytime.

9. Method of Refusing and Cancelling Signature

The Signature Requesting Party and the Signing Party may suspend proceeding with signing through refusal or cancellation before all Signing Parties have completed their signatures.

10. Minimum Usage Requirements

Users must proceed with signing under the following minimum usage environment. In the event a signature is made in an environment that falls short of the minimum usage environment, the Company bears no liability for any issues resulting therefrom.

- 1) Operation system: Mac (Mavericks or better), Windows 7 or better
- 2) Browser: Internet Explorer (11 or better), Edge (25.1 or better), Chrome (49 or better), Safari (9.0 or better), Opera (37 or better), Firefox (43.0 or better)
- 3) Cookies: all cookies are allowed

11. Governing Law

All matters regarding progress of electronic signatures and their legal effect shall be governed and interpreted by the laws of the Republic of Korea.

12. Obligations of the Company

The Company shall make its best efforts so that the Service can be used under a pleasant environment.

In the event a legal dispute such as an issue with party verification, etc., arises despite electronic signatures being made through standard methods in accordance with the Terms of Use, the Company shall cooperate to the best of its ability for the smooth resolution of the conflict by submitting an audit trail for use as evidence at trial, etc.

Any other matters regarding the obligations of the Company shall be in accordance with the Service Terms of Use.

Amendment Date: 2021. 2. 9

Effective Date: 2021. 2. 19