

# Electronic Signature Application Agreement

## TERMS AND CONDITIONS OF AGREEMENT (TCA)

THIS Agreement (the "Agreement"), by and between the \_\_\_\_\_, ("the User") and Cradle Solution Inc, ("Certifier") who has signed and returned the Terms and Conditions of Agreement (TCA) included in today's notice referenced above, is effective on the date on which Certifier issues the initial Key Code, in response to receipt and acceptance of Certifier's signed e-Signature application form.

### 1. RECITALS.

Initials \_\_\_\_\_

This is to certify my request for an electronic signature. An electronic signature is similar to your handwritten signature. Through the use of an electronic signature, you agree that the information you provide is accurate and complete to the best of your knowledge. You also acknowledge that you have read and understood the following statements.

I further agree that, for the purposes of authorizing and authenticating electronic health records, my electronic signature has the full force and effect of a signature affixed by hand to a paper document.

Please read these notices before providing us with your request for your electronic signature.

- 1.1 Any and all information submitted on my behalf shall be true, accurate, and complete. I accept total responsibility for the accuracy of all information submitted on the application form.
- 1.2 The undersigned will hold harmless and indemnify the Cradle Solution Inc. from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, which arise out of or are alleged to have arisen out of or as a consequence from the unauthorized utilization of the CradleMRx software application.
- 1.3 I further acknowledge that utilization of the web site does not alter my continuing obligation to comply with all applicable requirements of the TCA which I have signed
- 1.4 I agree to immediately notify Cradle Solution Inc via phone, visitation, mail and or email if my esignature Key Code is lost, stolen, misplaced or has been compromised. I

understand it is my responsibility to use the information provided to me on this web site for its intended purposes and to protect any password(s) and Key Code(s) issued to me.

1.5 I understand that violation of any of the provisions of this Agreement shall subject me to immediate revocation of my access to the esignature function and or the website.

1.6 I understand that access will not be granted to the esignature function without this Agreement.

I warrant that I have the authority to make this agreement

I acknowledge that I (\_\_\_\_\_) have full authority and legal capacity, whether individually or as a representative of a legal entity, both to electronically sign documents created by me.

I understand that attaching my e-signature to any document on CradleMRx is the legal equivalent of submitting a document signed by hand.

I understand that electronic signature secures the user authentication (proof of claimed identity) at the time the signature is generated; creates the logical manifestation of signature (including the possibility for multiple parties to sign a document and have the order of application recognized and proven);

## 2. VALIDITY AND ENFORCEABILITY

Initials \_\_\_\_\_

2.1 I agree that my electronic signature will be valid from date of issuance until it is revoked or terminated per the terms of this agreement.

2.2 Any document properly communicated pursuant to this Agreement shall be Considered to be a "writing" or "in writing" and any such documents which contain or to which there is affixed, a Signature, as defined by paragraph 8 of this Agreement, ("Signed Documents") shall be deemed for all purposes  
(a) to have been "signed" and  
(b) to constitute an "original" when printed from electronic files or documents established and maintained in the normal course of business.

2.3 The conduct of the parties pursuant to this Agreement, including the use of

Signed Documents properly communicated pursuant to the Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement.

Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

- 2.4 The User agrees that Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.
  
- 2.5 Neither party shall contest the admissibility of copies of the Signed Documents under the State Rules of Evidence as inadmissible nor in violation of either the business documents exception of the rule on hearsay, or the best evidence rule, or on the basis that the Signed Documents were not originated or maintained in documentary (paper) form.

IN WITNESS WHEREOF, the parties have executed this Agreement at \_\_\_\_\_ with full knowledge of its content and significance and intending to be legally bound by the terms hereof on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**The User:**

**The Certifier: Cradle Solution Inc.**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**