

# TC Publisher ID

## General Terms and Conditions \ EN

### A. Certification Services

#### 1 Certification

##### 1.1 Certification of Public Keys

**1.1.1** Symantec carries out the certification of public keys in accordance with the current certification guidelines of the respective certification authority, which can be retrieved in the internet under <http://www.trustcenter.de/repository>

**1.1.2** With the application for a certificate, the customer gives his consent to the issuance of a certificate for him, which according to the service description of this certificate may be added to Symantec's directory of certificates and therefore made publicly available.

**1.1.3** An application for certification can only be carried out once all the necessary information is available. Symantec reserves its right to reject an application for certification regardless of the agreement's non-appealability.

**1.1.4** As long as Symantec has informed the customer when they apply for a certificate about any restrictions, Symantec is entitled to include a statement about a restriction of use in the certificate.

##### 1.2 Scope of Certification

Only statements made by the applicant in the course of applying for a certificate will be checked by Symantec when issuing the certificate. The scope of the certification will be stipulated by Symantec.

##### 1.3 Utilization of Certificates

**1.3.1** Certificates with false or incorrect content shall not be used. Private Keys relating to (a) a certificate with false or incorrect content or (b) a revoked certificate shall not be used.

**1.3.2** The usage of a certificate for illegal purposes is not allowed.

### 2 Directory Services

#### 2.1 Certificate Requests

**2.1.1** Once a certificate is added to the public directory service, anyone can search for that individual certificate in the directory of certificates.

**2.1.2** Certificates which have been revoked will be made available to the public via certificate revocation lists (CRL) and where appropriate via the directory of certificates of the respective certification authority.

#### 2.2 Transmission of Data

**2.2.1** Symantec's directory of certificates transmits the data stated in the certificate automatically to all who access it. This transmission is carried out globally. Only the information about persons or organisations contained in the certificate as well as the status of the certificate will be submitted.

**2.2.2** Symantec will only obtain, process and utilise the personal and organisation-related data which is necessary for the issuance of a certificate and the listing of that certificate in the directory of certificates.

**2.2.3** Symantec will not transmit the data contained in certificates to third parties for advertising purposes. Symantec will only assign the processing of data to companies, which operate compliant to the applicable data protection laws.

**2.2.4** Symantec undertakes to keep all personal and organisation-related data which is not included in the certificate secure from unauthorised access. Symantec reserves its right to mention an organisation as a customer.

### 3 Revocation of Certificates

#### 3.1 Means of Revocation

The certificate may be revoked

**3.1.1** at the website of Symantec at

<http://www.trustcenter.de/revoke>,

**3.1.2** by signed e-mail to [certificate@trustcenter.de](mailto:certificate@trustcenter.de) or [certificate@chosensecurity.com](mailto:certificate@chosensecurity.com)

**3.1.3** by telephone call with revocation password to +49 (0)40/80 80 26-1 13

**3.1.4** by writing to Symantec, subject "Revocation", TC TrustCenter GmbH, Sonninstrasse 24-28, 20097 Hamburg, Germany.

The above addresses and telephone numbers shall be used exclusively for revocation. No help or assistance can be given at the above contacts. Symantec confirms the revocation of a certificate by a signed e-mail.

#### 3.2 Revocation Rights and Obligations

**3.2.1** Certificate Owner

**3.2.1.1** The owner of a certificate shall be obliged to revoke its certificate if

**3.2.1.1.1** information in the certificate is not valid (e.g. after changing an e-mail account) or data contained in the certificate is not correct.

**3.2.1.1.2** the relevant token with the private key is not needed anymore,

**3.2.1.1.3** the private key associated with the certificate is lost,

**3.2.1.1.4** there is the suspicion that unauthorized persons have access to the private key or could manipulate it,

**3.2.1.1.5** identification data has been disclosed, or there is a suspicion that this has occurred, and the identification data has not been changed.

**3.2.1.2** The owner of a certificate shall be entitled to revoke its certificate at any time without disclosing a cause.

**3.2.2** Symantec

**3.2.2.1** Symantec shall be obliged to revoke its certificate if

**3.2.2.1.1** Symantec receives a legitimate application of revocation from the owner of a certificate or a third party,

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- 3.2.2.1.2** Symantec becomes aware of the existence of an obligation for revocation by the owner of a certificate,
- 3.2.2.1.3** it can be proven that the owner of a certificate breached the contract or the CPSs.
- 3.2.2.1.4** the person named in the certificate has died or the organisation named in the certificate has ceased to function or been renamed,
- 3.2.2.1.5** the Customer has terminated the agreement,
- 3.2.2.1.6** Symantec is convinced that it is in the best interest of the integrity of the certification authority, or
- 3.2.2.1.7** Symantec ceases operations and there is no plan for transition of Symantec's services to a successor or no plan to otherwise address such an event.
- 3.2.2.2** Symantec shall be entitled to revoke its certificate if
  - 3.2.2.2.1** cryptographic algorithms or parameters become insecure because of technological progress or new developments in cryptography Symantec reserves the right to revoke certificates that are issued using these algorithms or parameters,
  - 3.2.2.2.2** the owner of a certificate does not fulfil its contractual obligations, in particular does not pay for the certificate,
  - 3.2.2.2.3** the certificate contains information which does not **comply with the certification policy definitions, or**
  - 3.2.2.2.4** there is information about a breach of the integrity or security of the certificate caused by the disregard of the obligations of care and co-operation by the owner of the certificate.
- 3.2.3** Third Parties
  - 3.2.3.1** A third party shall be obliged to revoke its certificate if
    - 3.2.3.1.1** it becomes aware of the existence of an obligation for revocation of the certificate on the part of the owner or Symantec,
    - 3.2.3.1.2** a certificate has been issued in relation to an organisation of the third party and the owner of that certificate has left the organisation.
  - 3.2.3.2** A third party shall be entitled to revoke a certificate if the third party has verified information for a certificate and the third party is mentioned in this certificate. In particular, for certificates issued under an Adobe root, Adobe has an own right for revocation.

## **B** Obligations of the Customer

### **4** Obligations of Care and Co-operation of the Owner of the Certificate

- 4.1** Only true and correct certificate information shall be given to Symantec.
- 4.2** The media containing the data with the private key shall be secured personally. The regard of the revocation obligations is essential for the agreement. If the media containing the private key are no longer required they shall be rendered unusable and the revocation of the certificate shall be arranged in the event that it is not yet expired.

- 4.3** Personal identification numbers or passwords for identification in relation to the data media containing the private key shall remain secret. In particular, they shall not be noted or marked on the related media or in any other way stored together with such media. In the event of release or the suspicion of the release of such identification information, the information shall be changed at once or a revocation shall be arranged.

- 4.4** It must be ensured that no virus or potentially damaging software is used or stored on any hardware which could lead to the revelation of the identification data or the private key, or which could allow the signature or signature verification procedures to be compromised or copied.

- 4.5** In order to achieve optimal security in the verification of digital signatures it is necessary to check in the certificate directory of Symantec or other certification authorities to ensure that the signature key certificates of the authority are valid and not revoked.

- 4.6** Every owner of a certificate shall select a revocation password for the revocation of this certificate. This revocation password should be available for use in emergencies and protected against misuse by third parties. Symantec hereby puts the Customer on notice that the misuse of the revocation password can in particular cases lead to considerable damage.

- 4.7** The customer will only let his own name be certified by Symantec. Own names are those on which no third parties, especially other customers or other organisations, have rights or entitlements.

## **C** Diversification of Risks

### **5** Liability

- 5.1** Symantec shall be liable for intent and gross negligence. In slight negligence cases of imputable damages due to personal injury, Symantec shall be liable without limitation.

- 5.2** In the event of the violation of material contractual obligations, Symantec shall be liable for slight negligence, but limited to the typical contractual direct average damage, foreseeable for Symantec. This also applies for slight negligent violation of obligations of vicarious agents of Symantec. Material contractual obligations are those which are necessary to achieve the objectives of the agreement.

- 5.3** Symantec shall not be liable for acts of the owner of a certificate or third parties that use a certificate in an unauthorized way, for their legal capabilities, their solvency, or for the validity of an agreement made by using the keys.

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- 5.4** Symantec shall not be liable for failures which are not within Symantec's scope of responsibility, especially for technical failures or non availability of the certificate directory or single certificates.
- 5.5** Symantec shall not be liable for the security of the public key security systems of the customer as far as these are not purchased from Symantec.
- 5.6** Symantec shall not be liable for the loss of data and/or programs if the damage is due to the fact that the customer has not run data back-up in order to ensure that lost data can be recovered with reasonable efforts.
- 5.7** The customer shall immediately inform Symantec about any damages or losses, which entitles the customer to claims against Symantec.
- 5.8** You agree that Microsoft, Inc., Opera Software AS and other manufacturers shall be an express third party beneficiary of the obligations contained in this Agreement.
- 6 Warranty**
- 6.1** The customer is obliged to check all statements in the certificate for incompleteness and incorrectness, and must notify the Symantec immediately if any are found, following the fulfilment of the service by Symantec.
- 6.2** Symantec will replace a defective certificate by issuing a new certificate if the defect is caused by Symantec. It should be noted that a defective certificate will be revoked and cannot be used anymore.
- 6.3** As far as the customer is an enterprise customer, the customer shall inform Symantec, in writing, within a period of two weeks from the reception of the goods, or a certificate, of recognisable defects; otherwise a warranty claim is void. Hidden defects shall be communicated in writing immediately after their detection. In order to be within the term, the notice needs to be dispatched in due time. It is the obligation of the customer to prove all conditions of entitlement of a warranty claim, especially for the defect itself, for the time required to recognize the error and the timeliness of the defect notification.
- 6.4** Symantec will meet its warranty obligations primary by remedy of the defect or additional delivery, at the choice of the customer. However, Symantec is entitled to reject the kind of remedy chosen by the customer if the remedy is only possible at disproportional costs and another kind of remedy will have no material disadvantage for the customer.
- 6.5** In the event that the remedy of the defect fails, the customer may, at its own discretion, demand reduction of the payment or rescind the contract. In the case of only slight deviations from the contract, especially in the event of minor defects, the customer may not rescind the contract.
- 6.6** If the customer chooses to rescind the contract after unsuccessful attempts to remedy the defect, in the event of a defect of the goods or the title, the customer may not claim any damages. If the customer claims damages after unsuccessful remedy of the defect, the goods remain with the customer. The claim shall be limited to the difference between the purchase price and the value of the defective goods. This does not apply in the event that Symantec has committed the breach maliciously.
- 6.7** The term of warranty is one year starting from the delivery of the goods. If the customer has not notified Symantec of the defect in due time, no warranty term is applicable.
- 6.8** If the customer receives defective documentation, Symantec shall deliver the documentation free of defects. This applies only if the defect in the documentation prevents the proper use.
- 6.9** The customer receives no guarantees in the legal terms from Symantec. In particular, due to the high amount of available applications (e.g. internet browsers) Symantec cannot make any statements about compatibility of certificates with these applications.
- 6.10** If the Symantec cannot fulfil its contractual obligation at all or on time due to force majeure, strike, war, riots or other events beyond the Symantec's control, Symantec cannot be held liable in any way.
- 7 Passing of Risk**
- The risk of incidental loss or incidental deterioration will be passed on to the customer with delivery of the goods to the party responsible for delivering the goods. If the delivery is being held up by demand of the customer, the risk will be passed on to the customer once the goods have been declared ready for delivery.
- 8 Retention of Title**
- 8.1** The title of the delivered goods remains with Symantec until settlement of all claims of Symantec within the ongoing business relationship with the customer. The customer is under an obligation to treat the delivered goods with reasonable care.
- 8.2** The customer is under an obligation to inform Symantec immediately in the event that the goods are subject to garnishment as well as in the event of damage or destruction of the goods. The customer shall notify Symantec of any change of ownership of the goods as well as any change of the registered business address of the customer.
- 8.3** Symantec is entitled to withdraw from the contract and

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reclaim the delivered goods in the event of any breach of contract by the customer, especially for any delayed payment or breach of a contractual obligation as stated in Clause 8.2 of these General Terms and Conditions.

#### 9 Export

Any export of hardware or software with encryption capabilities by Symantec shall be subject to the condition that permission is obtained from the responsible authorities at the time of the export. In the event that any necessary export permit is refused Symantec shall be entitled to withdraw from the contract. There shall be no valid claims for damages resulting from any delay related to the procedures for obtaining an export permit. I am not a citizen, national or resident of, and am not under the control of, the government of: Cuba, Iran, North Korea, Syria, and Sudan, nor any other country to which the United States or the European Union or any other applicable country has prohibited export. I will not download or otherwise export or re-export the Programs, directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries. I am not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor am I listed on the United States Department of Commerce Table of Denial Orders, or any lists published by the European Union or other applicable countries. I will not download or otherwise export or re-export the Programs, directly or indirectly, to persons on the above mentioned lists. I will not use the Programs for, and will not allow the Programs to be used for, any purposes prohibited by the laws of United States or the European Union or any other applicable countries, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

#### D Contractual Relationship

##### 10 Scope

- 10.1** The services described in these General Terms and Conditions are not subject to the German Signature Act. Only certificates expressly mentioned as "qualified certificates" in the relevant service description can be used to create a qualified electronic signature.
- 10.2** Deviating, opposing or supplementary general terms and conditions will not form part of the contract even in the event that these are known to the Symantec, unless Symantec clearly agrees to those in writing.
- 10.3** The law of the Federal Republic of Germany is applicable for these General Terms and Conditions, expressly

excluding international private law and the UN Treaty on International Sale of Goods.

- 10.4** The customer shall be notified in writing of any modification of these General Terms and Conditions. Such modifications are deemed to be accepted if the customer does not object to them in writing. Symantec will point out this consequence in particular. The customer must inform Symantec within six weeks in writing after notification of modification in the event that the customer objects to the modification.
- 10.5** The invalidity of one or more provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions of these General Terms and Conditions.
- 10.6** A certificate which is issued royalty-free may not be commercially used. Symantec grants no warranty and provides no maintenance or support for royalty-free services.
- 10.7** In the event Symantec grants a licence on software of Symantec to the customer the licence conditions attached to the software will apply.
- #### 11 Conclusion of Contract
- 11.1** The services and offers of Symantec are solely based on these General Terms and Conditions which shall also apply, without having been specifically agreed again, to all future business as far as the customers is a enterprise customers or acts as enterprise customers.
- 11.2** All details in brochures, advertisements or equivalent on the services of Symantec also including prices are non binding and subject to confirmation in writing. Technical modifications are acceptable within reasonable limits.
- 11.3** Symantec is entitled to accept the proposal to enter into an agreement included in the order within two weeks after receipt. The acceptance of the proposal to enter an agreement may take place in writing or in performance of the service.
- 11.4** When a certificate is to be transferred onto a signature card, the fulfilment of the contract shall be under the condition of the proper and timely delivery by the supplier of Symantec. This does not apply in the event that the non-delivery is not caused by Symantec, especially when signing a congruent hedging transaction. The customer will be informed without unreasonable delay about the non-availability of the service. Invoices paid will be refunded.
- 11.5** If the service has been ordered from Symantec's websites, the agreement will be saved by Symantec and, upon request, will be sent to the customer along with these Terms and Conditions via email.

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#### **12 Place of Jurisdiction and Written Form**

**12.1** In so far as the customer is a business customer, or if the customer is a public corporation or public asset, the place of jurisdiction for all legal disputes arising from or in connection with this agreement is Dublin, Ireland. A possible exclusive place of jurisdiction remains unaffected.

**12.2** All modifications or supplements of contractual agreements shall be made in writing for evidence purposes. This also applies for the requirement of the written form itself. The requirement for the written form shall be adhered to by utilising the digitally signed form.

**12.3** These General Terms and Conditions are a translation of the German version of our General Terms and Conditions. In the event of lack of clarity or questions with regard to the interpretation of these General Terms and Conditions, the original and authoritative German version shall prevail.

#### **E Termination of the Contract**

##### **13 Termination**

**13.1** The term of the contract is bound to the validity term of the certificate. Due to the fact that the certificate must be listed in the certificate directory after revocation, no paid money can be refunded after termination or cancellation of the contract.

**13.2** Symantec is entitled to terminate the contract in writing in the event that Symantec becomes aware of the fact that the customer has made false statements about his creditworthiness.

**13.3** A termination becomes effective after a period of one month. Symantec will execute the termination by revoking the certificate.

**13.4** The right for an extraordinary termination remains unaffected hereby.

##### **F Terms of Payment**

###### **14 Prices**

**14.1** All prices stated by Symantec are exclusive of value added tax, which will be added at the applicable rate.

**14.2** In the event that the period from the date of the formation of the contract to the agreed date of performance or delivery of goods or the date of performance or delivery of goods desired by the customer and accepted by Symantec exceeds 4 months, the prices on the date of performance or delivery shall apply. If the prices agreed to in the contract are exceeded by more than 10 per cent, the customer shall be entitled to terminate the contract.

###### **15 Payment**

**15.1** Invoices amounts are due within 14 days from the date of the invoice.

**15.2** The contractual parties may only deduct from claims which are legally final or undisputed.

**15.3** In the event that the Customer is in default with payment, Symantec may demand interest from the start of the default not less than eight percent per year above the statutory interest rates. Furthermore, Symantec reserves the right to make further claims based on damage resulting from default.

**15.4** Should a customer persistently exceed the payment term agreed with Symantec, this will entitle Symantec to deliver services in future only in return for the provision of collateral or payment three months in advance. This also applies in the instance of deterioration of the creditworthiness of the customer, especially if an insolvency petition has been filed.

**15.5** The assignment of claims is only allowed with the prior written approval of the other party to the contract, which shall not be unreasonably denied. A right of retention is only valid for opposite claims of the respective contractual agreement.

#### **16 Promotion Codes**

**16.1** The Certificate price can be paid partly or complete by redeeming a Promotion Code. Promotion Codes can be issued by TC TrustCenter for free or with costs.

**16.2** Promotion Codes have an individual defined validity. Expired non redeemed Promotion Codes won't be reimbursed.

#### **G TC ContentID**

The following provisions only apply in addition to the provisions set out before if the Customer uses or orders the product TC Content ID.

##### **17 Obligations of Co-Operation of the Customer**

**17.1** The Customer shall inform Symantec immediately about any changes concerning a given authorisation, particularly about any revocation of a given authorisation.

**17.2** The customer shall provide to Symantec all information necessary for the provision of the goods and services to be provided. A verification by Symantec of the validity of the information provided shall only take place in relation to clear mistakes and incompleteness, unless a further examination is agreed.

**17.3** The customer shall protect the provided log-in data such as user name and password sent by Symantec against misuse by a third party.

**17.4** The customer shall inform Symantec immediately in writing of any disruption to goods and services used. The duty to inform shall relate to all detailed circumstances of the event as well as the form and the effects of any disruption. The customer shall, to a reasonable extent,

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- assist in the analysis and rectification of any disruption.
- 18** **Ordering TC Content ID**  
 By ordering a quota of TC Content IDs via a web portal the Customer is making a legally binding offer which Symantec will accept by providing the service to the customer.
- 19** **Warranty**
- 19.1** Symantec warrants that the provided services have the contractually agreed capabilities. Such shall be determined finally and exclusively in terms of the actual contractual Agreements between the Parties as to the characteristics, nature and type of goods and services. The acceptance by Symantec of any additional warranty or guarantee with respect to the Services will be exclusively determined by the issuance by Symantec of a separate and written declaration of guarantee which is expressly labelled as a declaration of guarantee.
- 19.2** Defects which reduce the value or merchantability of the performance results or the delivered goods in an immaterial way, shall not be taken into account. An immaterial defect shall exist in particular if the defect can be rectified by the customer itself quickly and with minimal expense.
- 19.3** The term of warranty is one year starting from the date of acceptance. If the customer has not notified Symantec of the defect in due time, no warranty term is applicable.
- 19.4** Symantec shall accept no warranty for disruption to performance of Symantec insofar as such is not related to fault on the part of Symantec and results from:
- (a) actions by the Customer or third parties in relation to the technical equipment of Symantec,
  - (b) the technical facilities or infrastructure of the Customer,
  - (c) the defective, incorrect or negligent use of goods and services of Symantec,
  - (d) failure to comply with or use the instructions and conditions in the description of the goods and services or other product information,
  - (e) labour disputes, force majeure, war, unrest or other circumstances unavoidable for Symantec, or
  - (f) changes to the performance results or other interferences with or intrusions in the performance results by the Customer or third parties for whom the Customer is responsible.
- 19.5** If any defect occurs, the Customer shall give notice of such immediately in writing clearly, providing details necessary for the identification of the defect. Insofar as the Customer does not give any notice of defect within seven calendar days after receipt of the goods or detection of the defect, such shall be deemed to be an unserved approval. The Customer shall support Symantec to a reasonable extent in rectifying defects. Symantec shall rectify defects within a reasonable period of time.
- 19.6** Symantec will, in the first instance, fulfil its warranty obligations in cases of defects notified in a timely manner by way of subsequent performance or delivery whereas Symantec shall, within a reasonable time period and at its own choice, rectify the defect or the perform the service again.
- 19.7** In the case of defect the Customer may exercise the statutory rights to withdraw from the contract, act itself and demand reimbursement of the related expenses, reduce the price, claim damages or reimbursement of expenses only after Symantec has been given a reasonable period of time for subsequent performance in accordance with Clause 18.5 and Symantec has been given notice that the Customer will refuse subsequent performance after the expiry of the reasonable period of time and the subsequent performance has not taken place within this period. A failed rectification according to statutory warranty provisions shall apply provided that a failure of subsequent performance shall occur at the earliest after the third failed attempt at rectification pursuant to Clause 19.5. Any claim for damages or reimbursement of expenses is furthermore only possible if the preconditions of Clause 5 ("Liability") are also fulfilled.
- 20** **Termination of TC Content ID**
- 20.1** During the contract period of the ordered quota or prior to its exhaustion, the contract cannot be terminated by either party.
- 20.2** After expiry of a quota, the Customer may request a follow-up quota. If such a request is not filed and the Customer retrieves additional signatures **(a)** either one month after expiration of the contract period or **(b)** a quantity of over 5 % of the requested quota, this represents a follow-up quota of the previously ordered one. This is to ensure uninterrupted and unlimited continuation of services described in this offer.
- 20.3** After termination of the contract, Symantec will block access to the signature service.
- 20.4** The right of contract termination without notice for important reasons remains untouched. Such reason is especially present in cases where the Customer files for bankruptcy or has initiated insolvency proceedings or has in other ways severely violated its contractual duties.