

General Terms and Conditions on TC PublisherID

A. Certification Services

1. Certification

1.1 Certification of Public Keys

- 1.1.1 TC TrustCenter 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 TC TrustCenter'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. TC TrustCenter reserves its right to reject an application for certification.
- 1.1.4 As long as TC TrustCenter has informed the customer when they apply for a certificate about any restrictions, TC TrustCenter 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 TC TrustCenter when issuing the certificate.

2 Directory Services

2.1 Certificate Requests

- 2.1.1 Once a certificate is added to the public directory service, anyone can search for individual certificates in the directory of certificates.
- 2.1.2 Information about certificates which have been revoked will be made available to the public by certificate revocation lists (CRL), on-line certificate status protocol (OCSP) and where appropriate via the directory of certificates of the respective certification authority.

2.2 Transmission of Data

- 2.2.1 TC TrustCenter'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 TC TrustCenter 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 TC TrustCenter will not transmit the data contained in certificates to third parties for advertising purposes. TC TrustCenter will only assign the processing of data to companies, which operate compliant to the applicable data protection laws.
- 2.2.4 TC TrustCenter undertakes to keep all personal and organisation-related data which is not included in the certificate secure from unauthorised access. TC TrustCenter reserves its right to mention an organisation as a customer.

3 Revocation of Certificates

3.1 Reasons for Revocation

- 3.1.1 The owner of a certificate shall be obliged to revoke its certificate if
 - a) any of the reasons set out in paragraph 4.1 of these General Terms and Conditions take place, or

b) a certificate has been issued in relation to an organisation and the owner of that certificate has left the organisation.

- 3.1.2 In the event that TC TrustCenter becomes aware of any of the reasons mentioned in clause 3.1.1 of these General Terms and Conditions without the owner of the certificate having previously arranged for the certificate to be revoked, then TC TrustCenter may revoke the certificate itself.
- 3.1.3 Furthermore, TC TrustCenter is entitled to revoke a certificate if
 - a) there is any indication or evidence of the trustworthiness or the security functions of the certificate having been broken due to negligence or carelessness in complying with the duties of care and support mentioned in paragraph 4 of these General Terms and Conditions,
 - b) the basic algorithm of the certificate is deciphered,
 - c) the customer is substantially overdue with any payments required for the services of TC TrustCenter.

3.2 Means of Revocation

- 3.2.1 The certificate may be revoked
 - a) at the website of TC TrustCenter at <http://www.trustcenter.de/revoke>,
 - b) by signed e-mail to certificate@trustcenter.de
 - c) by telephone call with revocation password to +49 (0)40/80 80 26-1 13 (Germany) or 1-800-468-2180 (toll free - USA)
 - d) by writing to TC TrustCenter, 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 under the above contacts.

- 3.2.2 The owner of the certificate hereby authorises TC TrustCenter to record any telephone conversations made for revocation purposes. In the event that the owner of the certificate arranges for a third party to telephone the TC TrustCenter for matters of revocation, then the third party shall be informed by the owner of the certificate of that authorisation.

B Obligations of the Customer

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

The following obligations are core contractual obligations of the owner of the certificate.

- 4.1 The media containing the data with the private key shall be secured personally. In the event of any loss the revocation of the certificate shall be arranged at once. 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. Similarly, the owner of the certificate shall arrange a revocation of the certificate if any data contained in the certificate no longer conforms with the facts or is no longer conformant with the data made available at the time of certification or the certificate holder has knowledge or the suspicion that his/her private key has been compromised or used by an unauthorized party.
- 4.2 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 re-

lease of such identification information, the information shall be changed at once or a revocation shall be arranged.

- 4.3 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.
- 4.4 In order to achieve optimal security in the verification of digital signatures it is necessary to check in the certificate directory of TC TrustCenter or other certification authorities whether or not the signature key certificates of the authority are valid and not revoked.
- 4.5 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. TC TrustCenter hereby puts the Customer on notice that the misuse of the revocation password can in particular cases lead to considerable damage.
- 4.6 The customer will only let his own name be certified by TC TrustCenter. 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 TC TrustCenter shall be liable for intent and gross negligence. In slight negligence cases of imputable damages due to personal injury, TC TrustCenter shall be liable without limitation.
- 5.2 In the event of the violation of material contractual obligations, TC TrustCenter shall be liable for slight negligence, but limited to the typical contractual direct average damage, foreseeable for TC TrustCenter. This also applies for slight negligent violation of obligations of vicarious agents of TC TrustCenter.
- 5.3 Except in cases of wilful acts the liability of the Parties for loss of profit, indirect or consequential loss and other types of pure financial loss is excluded.
- 5.4 TC TrustCenter 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 the agreement made by using the keys.
- 5.5 TC TrustCenter shall not be liable for failures which are not within TC TrustCenter's scope of responsibility, especially for technical failures or non availability of the certificate directory or single certificates.
- 5.6 TC TrustCenter shall not be liable for the security of the public key security systems of the customer as far as these are not purchased from TC TrustCenter.
- 5.7 TC TrustCenter 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.
- 5.8 The customer shall immediately inform TC TrustCenter about any damages or losses, which entitles the customer to claims against TC TrustCenter.

6 Warranty

- 6.1 The customer is obliged to check all statements in the certificate for incompleteness and incorrectness, and must notify the TC TrustCenter immediately if any are found, following the fulfilment of the service by TC TrustCenter.
- 6.2 TC TrustCenter will replace a defective certificate by issuing a new certificate if the defect is caused by TC TrustCenter. It should be noted that a defective certificate will be revoked and cannot be used anymore.
- 6.3 The customer shall inform TC TrustCenter, 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 TC TrustCenter will meet its warranty obligations primary by remedy of the defect or additional delivery, at the choice of TC TrustCenter.

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 TC TrustCenter 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 TC TrustCenter of the defect in due time, no warranty term is applicable.

6.8 If the customer receives defective documentation, TC TrustCenter 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 TC TrustCenter. In particular, due to the high amount of available applications (e.g. internet browsers) TC TrustCenter cannot make any statements about compatibility of certificates with these applications.

6.10 If the TC TrustCenter cannot fulfil its contractual obligation at all or on time due to force majeure, strike, war, riots or other events beyond the TC TrustCenter's control, TC TrustCenter 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 TC TrustCenter until settlement of all claims of TC TrustCenter 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 TC TrustCenter 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 TC TrustCenter of any change of ownership of the goods as well as any change of the registered business address of the customer.

8.3 TC TrustCenter is entitled to withdraw from the contract and 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 TC TrustCenter 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 TC TrustCenter 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.

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 TC TrustCenter, unless TC TrustCenter 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. TC TrustCenter will point out this consequence in particular. The customer must inform TC TrustCenter 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.

11 Conclusion of Contract

- 11.1 The services and offers of TC TrustCenter are solely based on these General Terms and Conditions which shall also apply, without having been specifically agreed again, to all future business.
- 11.2 All details in brochures, advertisements or equivalent on the services of TC TrustCenter also including prices are non binding and subject to confirmation in writing. Technical modifications are acceptable within reasonable limits.
- 11.3 TC TrustCenter 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 TC TrustCenter. This does not apply in the event that the non-delivery is not caused by TC TrustCenter, 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 TC TrustCenter's websites, the agreement will be saved by TC TrustCenter and, upon request, will be sent to the customer along with these Terms and Conditions via email.

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 exclusive place of jurisdiction for all legal disputes arising from or in connection with this agreement is Hamburg.
- 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.

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 TC TrustCenter is entitled to terminate the contract in writing in the event that TC TrustCenter becomes aware of the fact that the customer has made false statements about his creditworthiness.
- 13.3 TC TrustCenter is furthermore entitled to terminate the contract if the credit rating has declined since entering the contract, especially in an event of protested bills or if an insolvency petition has been filed.
- 13.4 A termination becomes effective after a period of one month. TC TrustCenter will execute the termination by revoking the certificate.
- 13.5 The right for an extraordinary termination remains unaffected hereby.

F Terms of Payment

14 Prices

- 14.1 All prices stated by TC TrustCenter 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 the date of performance desired by the customer and accepted by TC TrustCenter 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, TC TrustCenter may demand interest from the start of the default not less than eight percent per year above the statutory interest rates. Furthermore, TC TrustCenter 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 TC TrustCenter, this will entitle TC TrustCenter 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.

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 ContentID.

16 Obligations of Co-Operation of the Customer

- 16.1 The Customer shall inform TC TrustCenter immediately about any changes concerning a given authorisation, particularly about any revocation of a given authorisation.
- 16.2 The customer shall provide to TC TrustCenter all information necessary for the provision of the goods and services to be provided. A verification by TC TrustCenter of the validity of the information provided shall only take place in relation to clear mistakes and incompleteness, unless a further examination is agreed.
- 16.3 The customer shall protect the provided log-in data such as user name and password sent by TC TrustCenter against misuse by a third party.
- 16.4 The customer shall inform TC TrustCenter 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, assist in the analysis and rectification of any disruption.

17 Ordering TC Content ID

By ordering a quota via the SymbianSigned-Frontend-Portal the Customer is making a legally binding offer which TC TrustCenter will accept by providing the service to the customer.

18 Warranty

- 18.1 TC TrustCenter 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 TC TrustCenter of any additional warranty or guarantee with respect to the Services will be exclusively determined by the issuance by TC TrustCenter of a separate and written declaration of guarantee which is expressly labelled as a declaration of guarantee.
- 18.2 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 TC TrustCenter of the defect in due time, no warranty term is applicable.
- 19.4 TC TrustCenter shall accept no warranty for disruption to performance of TC TrustCenter insofar as such is not related to fault on the part of TC TrustCenter and results from:
- a) actions by the Customer or third parties in relation to the technical equipment of TC TrustCenter,
 - b) the technical facilities or infrastructure of the Customer,
 - c) the defective, incorrect or negligent use of goods and services of TC TrustCenter,
 - d) failure to comply with or use the instructions and conditions in the description of the goods and services or other product information or
 - e) labour disputes, force majeure, war, unrest or other circumstances unavoidable for TC TrustCenter.
 - 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 unreserved approval. The Customer shall support TC TrustCenter to a reasonable extent in rectifying defects. TC TrustCenter shall rectify defects within a reasonable period of time.
- 19.6 TC TrustCenter 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 TC

TrustCenter 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 TC TrustCenter has been given a reasonable period of time for subsequent performance in accordance with clause 19.5 and TC TrustCenter 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 ContentID

- 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
 - b) or 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, TC TrustCenter 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.