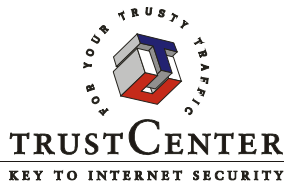


# General Terms and Conditions for Digital Certificates



TC TrustCenter AG  
SonninstraÙe 24 - 28  
20097 Hamburg, Germany

Email: [info@trustcenter.de](mailto:info@trustcenter.de)  
<http://www.trustcenter.de>

## 1. General

1.1 Our performance and offers are based solely upon these General Terms and Conditions which shall apply to all future business transactions without any need for further express agreement hereto.

1.2 Any alterations or amendments to these General Terms and Conditions shall be notified to the Customer in writing. These General Terms and Conditions shall be deemed to be accepted unless the Customer provides written objection hereto. TC TrustCenter shall notify the Customer of the consequences upon such notice. The Customer shall explain and justify in writing any objection within 6 weeks of notice of any amendment by TC TrustCenter.

1.3 Notification in writing shall be sufficient, including such notification utilising a digital signature.

1.4 These General Terms and Conditions for Digital Certificates shall be subject to the Laws of the Federal Republic of Germany.

1.5 In so far as the Customer is a merchant in terms of the German Commercial Code (Handelsgesetzbuch), or in so far as the Customer is a public corporation or public asset, the place of performance for all of our contractual duties shall be Hamburg. The place of performance shall also be the place of jurisdiction, provided that the choice of the place of jurisdiction shall remain with TC TrustCenter.

1.6 In the event that any of the following conditions are ineffective the other remaining conditions shall not be effected thereby.

1.7 If some of the provisions are ineffective, this will not affect the effectiveness of the remaining provisions. These general terms and conditions are a translation of the German version of our general terms and conditions. In the event of unclearness and questions with regard to the interpretation of these general terms and conditions, the original and authoritative German version shall be referred to.

## 2. Certification

The following services shall be offered by TC TrustCenter as a certification authority. However, TC TrustCenter is not a licensed certificate authority in terms of paragraph 4 of the German Digital Signature Act (Signaturgesetz).

### 2.1 Certification of Public Keys

2.1.1 TC TrustCenter shall proceed with the certification of public keys in accordance with the applicable and valid certificate policy definitions of TC TrustCenter.

2.1.2 The public keys of natural and legal persons as well as those of other organizations may be certified. By way of this certification TC TrustCenter confirms that it has carried out the assignment of the certificate to the person or organisation named therein on the basis of the applicable certificate policy definitions. The valid certificate policy definitions of TC TrustCenter are available at <http://www.trustcenter.de/cpd>.

2.1.3 By applying for a certificate the Customer thereby agrees to the issuance of a certificate in accordance with the procedures set out in paragraph 3 of the General Terms and Conditions and further that such will be entered in the certificate directory of TC TrustCenter, this directory being subject to public access.

2.1.4 The decision related to an application for certification can only be made when all necessary data are available. TC TrustCenter reserves the right to reject any application for certification.

2.1.5 Dependent upon the level of identification a certificate shall contain various types of information concerning the owner. At the very least for applications related to persons such information shall include the Email address or the name of the owner of the certificate and for applications related to organizations it shall include the name of the organization. In so far as TC TrustCenter has notified the Customer of such at the time of applying for the certificate, TC TrustCenter may record in the certificate limitations concerning the use of the certificate.

2.1.6 All information related to the certified person or organization contained in the certificate is available in the certificate directory.

2.1.7 The certificate shall be valid for one year. Before the expiration of the validity of the certificate the public key can be certified for a further year. Such an extension of validity shall be allowed only twice. TC TrustCenter reserves the right to make any extension for security reasons dependent upon the confirmation of identity or the submission of a new application, in order to conform with amended security requirements which may from time to time come into force or result from the certificate policy definitions.

## 2.2 Extent of Certification

2.2.1 At the time of certification TC TrustCenter or a TC Ident Point authorized by TC TrustCenter shall verify the correctness of the data of the application in relation to data from documentation and data banks in accordance with the applicable certificate policy definitions of TC TrustCenter in relation to the certificate class.

2.2.2 Such information shall be checked by TC TrustCenter only at the time of issuing the certificate. TC TrustCenter gives no guarantee that such data are up to date in relation to any inquiries.

### 2.3 Revocation of Certificates

2.3.1 The owner of a certificate shall be obliged to allow the certificate to be revoked if

- any of the reasons set out in paragraph 4.1 of the General Terms and Conditions take place
- the Customer knows or suspects that the private key is not secure or that the private key is being used by a third party
- the data contained in the certificate have changed, or
- any person for whom a certificate has been issued in relation to an organization leaves the organization.

In the event that TC TrustCenter becomes aware of the above without the owner of the certificate having previously arranged for the certificate to be revoked, then TC TrustCenter may itself arrange for the certificate to be revoked.

2.3.2 Furthermore, TC TrustCenter may arrange for a certificate to be revoked if

- there is any indication or evidence of the security of the certificate having been broken as in relation to negligence or carelessness in accordance with paragraph 4 of these General Terms and Conditions
- the basic algorithm of the certificate is deciphered or
- the Customer is substantially overdue with any payments required for the services of TC TrustCenter.

2.3.3 The certificate may be revoked

- on the website of TC TrustCenter at <http://www.trustcenter.de/revoke>,
- by signed Email to [certificate@trustcenter.de](mailto:certificate@trustcenter.de),
- by telephone call with the revocation password to +49 (0)40 / 80 80 26-1 13 or
- by writing to TC TrustCenter, Kennwort: Sperrung, Postfach 10 60 49, D-20041 Hamburg.

The above addresses and telephone numbers shall be used exclusively for revocation. No help or assistance can be given under the above contacts.

2.3.4 The owner of the certificate hereby authorizes TC TrustCenter to record any relevant telephone conversations. In the event that the owner of the certificate will arrange for a third party to telephone with TC TrustCenter, then the third party shall be informed by the owner of the certificate of the authorization.

2.3.5 A revocation of a certificate or the expiration of the validity of the certificate does not result in the certificate no longer being accessible. Parties making inquiries will be informed that the applicable certificate is either no longer valid or has been revoked. This shall apply for an indefinite period.

## 3. Inquiries

### 3.1 Inquiries

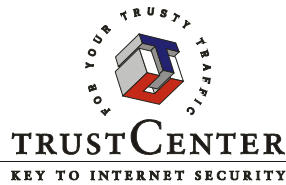
3.1.1 Any person can search for certificates in the certificate directory. A search can also be conducted for all information contained in a certificate.

3.1.2 Any owner of a certificate may object to the validity of the certificate entry in the certificate directory. Such amendment shall then be processed by TC TrustCenter as quickly as possible into the certificate directory. TC TrustCenter shall notify the owner of the certificate in relation thereto by Email.

3.1.3 Invalid and revoked certificates shall also be made available to the public by TC TrustCenter by way of the certificate directory and the certificate revocation lists.

3.1.4 Inquiries may only be made about certificates for the purpose of secure communication and transactions. It is not permitted to use the information and data in the certificates for commercial purposes.

# General Terms and Conditions for Digital Certificates



## 3.2 Disclosure

3.2.1 There shall be no basis for any claim against TC TrustCenter to publish or disclose information not contained in the certificate. In the event that incomplete information is contained in the certificates of the owner against whom a claim should be made, then such incompleteness of information is solely at the risk of the party making the inquiry.

3.2.2 In the event that TC TrustCenter is requested to reveal or disclose information which is not held within the certificate, then TC TrustCenter shall release such information only when the owner of the certificate agrees to such disclosure. In the event of any legal dispute the address for service of the other party is usually required. In this regard the certificate classes in accordance with the certificate guidelines of TC TrustCenter must be considered. Only in relation to certificates of classes 2, 3 and 4 does TC TrustCenter have the valid address. In the event that TC TrustCenter does not possess such data because of the lower class of certificate then no further claim shall be made against TC TrustCenter for disclosure.

3.2.3 Otherwise, any data concerning the owner of the certificate not contained in the certificate itself will be released by TC TrustCenter only if it is required to do so by court order.

## 4. Duty of Care and Support

The following duties of support are a substantial part of the contractual duties of the Customer.

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 for a revocation of the certificate if data contained in the certificate no longer conform with the facts or no longer conform with the data made available at the time of certification. The Customer recognizes and acknowledges that TC TrustCenter in such a case shall undertake the revocation even if such information is recognized by third party or by TC TrustCenter itself. Before any revocation a careful check shall be undertaken.

4.2 Personal identification numbers or passwords for identification in relation to the data media containing the private key shall remain secret. In particular, such 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 an amendment shall be undertaken at once or a revocation shall be arranged.

4.3 It must be ensured that no viruses or potentially damaging software are used or stored on any hardware which could lead to the release 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 put the Customer on notice that the misuse of the revocation password can in particular cases lead to considerable damage.

4.6 The certificate policy definitions as well as other advice which may be made available by TC TrustCenter from time to time should be followed and all data sent TC TrustCenter should be checked to verify that they are correct and complete.

## 5. Data Transmission

5.1 The certificate directory of TC TrustCenter automatically transmits to any party making inquiry all the data contained in the certificate. Such transmissions take place to all countries of the world.

5.2 TC TrustCenter shall only collect, process and use that data related to persons and organizations which are necessary for the operation of the certification authority.

5.3 TC TrustCenter shall not provide any information contained in the certificates to any third party for commercial purposes. Such utilisation of data by any person by way of the public access to the certificate directory is not permitted.

5.4 TC TrustCenter shall secure all data related to persons and organizations and not contained in the certificate against unauthorized access.

5.5 TC TrustCenter shall not use any of the data obtained during the application for certification process for any further commercial purpose.

## 6. Termination

6.1 TC TrustCenter reserves the right to terminate the contract in writing in the event that any of the information provided contradicts or does not conform with the information obtained during the identification verification. This right to terminate the contract shall also apply after identification verification by TC TrustCenter itself or an authorized TC TrustCenter Ident Point.

6.2 The Customer shall be informed by TC TrustCenter of the reasons for the termination, so as to allow for the possibility of rectification.

## 7. Liability

7.1 Any claim for damages based on fault during the contract settlement, violation of contractual duties, torts or other legal basis, for direct damage, as well as unforeseeable damage resulting from a violation of contractual duties are hereby excluded in so far as such damage is not caused by TC TrustCenter, or its agents or representatives intentionally or as the result of gross negligence or in so far as the damage does not relate to breach of a substantial contractual duty or a guaranteed quality. Any liability under the German Product Liability Act for hardware and software delivered, but not for services, shall remain unaffected.

7.2 In cases of minor negligence and for merchants and organizations in accordance with paragraph 1.5 of these General Terms and Conditions the total liability of TC TrustCenter is limited to that type of damage which was foreseeable by the parties at the time of the conclusion of the contract. In relation to those risks which go beyond the usual expected levels of damage the Customer shall consult with TC TrustCenter.

7.3 In the event that the Customer has contributed to any damage by way of negligence or in particular by way of breach of its duty of care then the principles of contributory negligence shall determine to which extent TC TrustCenter shall be liable to the client.

7.4 TC TrustCenter shall not be liable for the actions of the owner of the certificate or third parties with unauthorized access to a certificate in relation to the ability of such to enter into any transactions, their credit worthiness or for the validity of any transactions or agreements made with the use of this key.

7.5 TC TrustCenter shall not be liable for technical breakdowns or the unavailability of the certificate directory of certificate or individual certificates in so far as such breakdowns are beyond the control of TC TrustCenter.

7.6 TC TrustCenter shall accept no liability for the security of the public key security system used by the Customer in so far as such has not been acquired by TC TrustCenter.

7.7 The Customer shall notify TC TrustCenter immediately and in writing of any damage or loss entitling the Customer to claim damages.

## 8. Use outside of Germany, Export

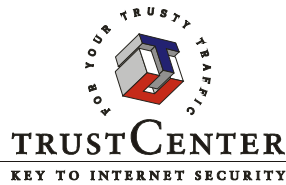
8.1 The use of the services of TC TrustCenter and the use of chipcards with encryption capabilities are not subject to any limits within the Federal Republic of Germany.

8.2 The use of the services of TC TrustCenter and in particular the use of the related software and hardware with encryption may be subject to criminal liability outside of the Federal Republic of Germany. It is the duty of the Customer to determine and ascertain any such limitations and to observe any relevant restrictions. Such may also apply in relation to short-term stays in other countries.

8.3 The export or import of software and hardware with encryption as well as the use of such may be subject to criminal liability in certain countries, or may require registration and authorization. It is the duty of the Customer to conform with any such requirements. The import of this technology into the Federal Republic of Germany is not subject to any restrictions or controls.

8.4 Any export 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 terminate the contract. There shall be no valid claims for damages resulting from any delay related to the procedures for obtaining an export permit.

# Supplementary Conditions for Services against payment



TC TrustCenter AG  
Sonninstraße 24 - 28  
20097 Hamburg, Germany

E-Mail: [info@trustcenter.de](mailto:info@trustcenter.de)  
<http://www.trustcenter.de>

## 1. Validity

The following conditions shall apply in addition to the General Terms and Conditions for Digital Certificates in cases where certification by TC TrustCenter is subject to payment by the Customer.

## 2. Agreement

2.1 Any information, including such related to prices or costs, contained in our brochures, advertisements or similar material related to our services is non-binding.

2.2 We shall be bound to the terms of any specially prepared offer. Offers shall be accepted at the time of the receipt of the respective written declaration of acceptance by the other contracting party.

2.3 The drawings and specifications and details of performance at the time of contract formation reflect the current technological state at that time.

2.4 If some of the provisions are ineffective, this will not affect the effectiveness of the remaining provisions. These general terms and conditions are a translation of the German version of our general terms and conditions. In the event of unclarity and questions with regard to the interpretation of these general terms and conditions, the original and authoritative German version shall be referred to.

## 3. Prices

3.1 As far as the prices quoted by us include the currently applicable Value Added Tax (Mwst) they are solely intended for customers which are natural persons and conclude this contract for purposes that can be attributed neither to their commercial business activity nor their self-employed occupation. In the case that our products do not address such customers, the prices quoted are exclusive of the currently applicable Value Added Tax.

3.2 If the performance or delivery of goods is later than a period of 4 months from the date of the formation of the Contract, the valid prices at the time of the performance, delivery or commissioning shall apply, provided that if the prices agreed in the Contract are exceeded by more than 10 per cent, the Customer shall be entitled to terminate the Contract.

## 4. Payment

4.1 Payment is due within 14 days of the date of the invoice.

4.2 The acceptance of bills of exchange or cheques shall be for the purpose of payment only. Any costs related to cashing the bills of exchange or cheques shall be compensated by the Customer.

4.3 In so far as the Customer is a merchant in terms of the German Commercial Code (Handelsgesetzbuch), or in so far as the Customer is a public corporation or public asset, then claims may be set off against our invoices provided that such claims are not contested or are contained in a binding judgement of a court.

4.4 In the event that payment becomes overdue we may charge interest at a rate corresponding to the credit charged to us by our bank, but in no case less than 2 per cent above the basis interest rate of the European Central Bank. Furthermore we reserve the right to claim additional damages for late payment.

4.5 We may require security payment or payment in advance if we obtain any negative information concerning the creditworthiness of the Customer, particularly in relation to cheque or bill protests, or in the event that the Customer is late with any payment. In such an event any forbearance concerning overdue payments shall be extinguished and any other payments shall immediately become due.

4.6 We may exercise the above rights in the event that the creditworthiness of the purchaser deteriorates after the time of the formation of the Contract, particularly in relation to cheque or bill protests or matters of debt settlement, insolvency or bankruptcy petitions.

## 5. Warranties

5.1 The Customer shall check the contents of the certificate upon receipt. Incomplete or incorrect information as well as apparent defects shall immediately be notified to TC TrustCenter and any concealed defects shall be notified immediately upon detection.

5.2 TC TrustCenter may replace any defective certificates. It should be noted that any defective certificate will be revoked and therefore may no longer be used.

5.3 In so far as TC TrustCenter is prevented from performing, or such performance is delayed as a result of any industrial dispute, acts of God, war, insurrection or any event beyond the control of TC TrustCenter, then TC TrustCenter shall not be subject to any legal claims to its disadvantage.

## 6. Acceptance

In so far as the Customer is a merchant in terms of the German Commercial Code (Handelsgesetzbuch), or in so far as the Customer is a public corporation or public asset, the following shall apply:

6.1 The Customer shall accept the agreed quantities of certificates at the agreed delivery dates. In the event that the Customer does not accept the agreed quantities on the agreed delivery dates, the Customer shall be deemed to be in default of acceptance of delivery without the requirement of any further notice, demands or action by TC TrustCenter.

6.2 Notwithstanding the actual quantities of certificates accepted by the Customer on the agreed delivery date, TC TrustCenter shall have a valid claim in relation to the Customer for payment in full in relation to the agreed amount of quantities to be accepted on the agreed delivery date.

6.3 Even in cases of late acceptance, the period of validity of the individual certificates shall not be affected. Similarly, claims for payment for resulting years shall be due one year after the previous due date for payment, regardless of the actual date of acceptance.

6.4 In the event that certificates have not been accepted even after the expiration of one year from the first due date of payment, the Customer shall carry the risk for any price increase in accordance with paragraph 3.2 of these Supplementary Conditions.

## 7. Termination

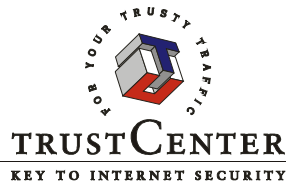
7.1 The term of this Contract is determined by the validity of the certificate. As the certificate will also be listed in the certificate directory even after revocation, no reimbursements of payments can be made even after termination.

7.2 Neither party may terminate without notice unless an important reason exists which renders it unreasonable to expect the party giving notice to continue the business relationship having regard to the reasonable interests of the party receiving notice.

7.3 In the event that TC TrustCenter determines that the Customer has made incorrect statements concerning its creditworthiness then TC TrustCenter may terminate the Contract in writing.

7.4 TC TrustCenter retains the right to terminate the Contract in the event of deterioration of the creditworthiness of the purchaser, particularly in relation to bill protests or debt settlement, insolvency or bankruptcy petitions.

# Supplementary Conditions for CodeSigning Certificates



TC TrustCenter AG  
Sonninstraße 24 - 28  
20097 Hamburg, Germany

E-Mail: [info@trustcenter.de](mailto:info@trustcenter.de)  
<http://www.trustcenter.de>

## 1. Validity

The following conditions shall apply in addition to the General Terms and Conditions for Digital Certificates in cases where TC TrustCenter issues a CodeSigning certificate which is subject to payment.

## 2. CodeSigning

2.1 In deviation to Clause 2.1.7 of the General Terms and Conditions for Certificates, the CodeSigning certificate shall be valid for three years. The CodeSigning public key cannot be certified for an additional term thereafter.

2.2 Regarding the long term of validity of the certificate of three years and due to the fact that the CodeSigning certificate is based on a private key which is simply stored on magnetic data storage devices by the Customer, it is the obligation of the Customer, in accordance with Clause 4 of the General Terms and Conditions for Digital Certificates, to make a copy of the private key and safe-guard this copy in the same way as the private key is safe-guarded.

## 3. Agreement

3.1 Any information, including such related to prices or costs, contained in our brochures, advertisements or similar material related to our services is non-binding. We shall be bound to the terms of any specially prepared offer. Offers shall be accepted at the time of the receipt of the respective written declaration of acceptance by the other contracting party.

3.2 The drawings and specifications and details of performance at the time of contract formation reflect the current technological state at that time.

## 4. Prices

4.1 As far as the prices quoted by us include the currently applicable Value Added Tax (Mwst.) they are solely intended for customers which are natural persons and conclude this contract for purposes that can be attributed neither to their commercial business activity nor their self-employed occupation. In the case that our products do not address such customers, the prices quoted are exclusive of the currently applicable Value Added Tax.

4.2 If the performance or delivery of goods is later than a period of 4 months from the date of the formation of the Contract, the valid prices at the time of the performance, delivery or commissioning shall apply, provided that if the prices agreed in the Contract are exceeded by more than 10 per cent, the Customer shall be entitled to terminate the Contract.

## 5. Payment

5.1 Payment for the entire term of validity of the certificate is due within 14 days of the date of the invoice. A payment in annual rates is not possible.

5.2 The acceptance of bills of exchange or cheques shall be for the purpose of payment only. Any costs related to cashing the bills of exchange or cheques shall be compensated by the Customer.

5.3 In so far as the Customer is a merchant in terms of the German Commercial Code (Handelsgesetzbuch), or in so far as the Customer is a public corporation or public asset, then claims may be set off against our invoices provided that such claims are not contested or are contained in a binding judgement of a court.

5.4 In the event that payment becomes overdue we may charge interest at a rate corresponding to the credit charged to us by our bank, but in no case less than 2 per cent above the basis interest rate of the European Central Bank. Furthermore we reserve the right to claim additional damages for late payment.

5.5 We may require security payment or payment in advance if we obtain any negative information concerning the creditworthiness of the Customer, particularly in relation to cheque or bill protests, or in the event that the Customer is late with any payment. In such an event any forbearance concerning overdue payments shall be extinguished and any other payments shall immediately become due.

5.6 We may exercise the above rights in the event that the creditworthiness of the purchaser deteriorates after the time of the formation of the Contract, particularly in relation to cheque or bill protests or matters of debt settlement, insolvency or bankruptcy petitions.

## 6. Warranties

6.1 The Customer shall check the contents of the certificate upon receipt. Incomplete or incorrect information as well as apparent defects shall immediately be notified to TC TrustCenter and any concealed defects shall be notified immediately upon detection.

6.2 TC TrustCenter may revoke and replace any defective certificates. It should be noted that any revoked certificate shall no longer be used. In so far as TC TrustCenter is prevented from performing, or such performance is delayed as a result of any industrial dispute, acts of God, war, insurrection or any event beyond the control of TC TrustCenter, then TC TrustCenter shall not be subject to any legal claims to its disadvantage.

## 7. Acceptance

In so far as the Customer is a merchant in terms of the German Commercial Code (Handelsgesetzbuch), or in so far as the Customer is a public corporation or public asset, the following shall apply:

7.1 The Customer shall accept the agreed quantities of certificates at the agreed delivery dates. In the event that the Customer does not accept the agreed quantities on the agreed delivery dates, the Customer shall be deemed to be in default of acceptance of delivery without the requirement of any further notice, demands or action by TC TrustCenter.

7.2 Notwithstanding the actual quantities of certificates accepted by the Customer on the agreed delivery date, TC TrustCenter shall have a valid claim in relation to the Customer for payment in full in relation to the agreed amount of quantities to be accepted on the agreed delivery date.

7.3 Even in cases of late acceptance, the period of validity of the individual certificates shall not be affected. Similarly, claims for payment for resulting years shall be due one year after the previous due date for payment, regardless of the actual date of acceptance.

7.4 In the event that certificates have not been accepted even after the expiration of one year from the first due date of payment, the Customer shall carry the risk for any price increase in accordance with paragraph 3.2 of these Supplementary Conditions.

## 8. Termination

8.1 The term of this Contract is determined by the validity of the certificate. As the certificate will also be listed in the certificate directory even after blocking, no reimbursements of payments can be made even after termination.

8.2 Neither party may terminate without notice unless an important reason exists which renders it unreasonable to expect the party giving notice to continue the business relationship having regard to the reasonable interests of the party receiving notice.

8.3 In the event that TC TrustCenter determines that the Customer has made incorrect statements concerning its creditworthiness then TC TrustCenter may terminate the Contract in writing.

8.4 TC TrustCenter retains the right to terminate the Contract in the event of deterioration of the creditworthiness of the purchaser, particularly in relation to bill protests or debt settlement, insolvency or bankruptcy petitions.