

# General Terms and Conditions on Digital Certificates

## 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 consent to the issuance of a certificate for him, which accordingly 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 far as TC TrustCenter has informed the customer while applying for a certificate about this fact, 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 application of a certificate will be checked by TC TrustCenter when issuing the certificate.

#### 1.3 Utilization of Certificates

If the certificate is a Server Certificate, WildCard Certificate, or CodeSigning Certificate this certificate is only allowed to be used for the agreed amount of servers and only for this amount of physical servers. It is prohibited to use this certificate on more than the agreed amount of servers at the same time. It is prohibited to use this Server Certificate for or on behalf of any other organization. It is prohibited to perform private or public key operations in connection with any domain name or organization name other than the submitted name during enrolment.

## 2 Directory services

### 2.1 Certificate requests

2.1.1 If a certificate was added to the public directory service, anyone can search for individual certificates in the directory of certificates.

2.1.2 Certificates which have been declared invalid or which have been revoked will also be made available to the public by TC TrustCenter via the directory of certificates of the respective certification authority.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 automated to all who call it up. This transmission is carried out to all the countries of the world. Only the information about persons or organisations contained in the certificate as well as 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 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 such companies for the processing of data, 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 as in relation to negligence or carelessness in accordance 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 email to [certificate@trustcenter.de](mailto:certificate@trustcenter.de),

c) by telephone call with the revocation password to +49 (0)40 / 80 80 26-1 13 or

d) by writing to TC TrustCenter, keyword: Sperrung, 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 will arrange for a third party to telephone with TC TrustCenter for matters of revocation, then the third party shall be informed by the owner of the certificate of the 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 obligation 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 does no longer conform with the facts or is no longer conform with the data made available at the time of certification or the certificate holder has knowledge or the suspicion that his/her private key is being 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, 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 virus or potentially damaging software is used or stored on any hardware which could lead to the reveal 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 customer will only let his own name be certified by TC TrustCenter. Own names are those on which no third parties, especially own 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. TC TrustCenter shall be liable unlimited for slight negligence for imputable damages of personal injury.

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 TC TrustCenter shall not be liable for acts of the owner of a certificate or third parties that act unauthorised in relation to a certificate, for their legal capabilities, their solvency, or for the validity of the agreement made by using the keys.

5.4 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.

5.5 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.

5.6 TC TrustCenter shall not be liable for the loss of data and/or programs as far as 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 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 on incompleteness and incorrectness, which must be notified to TC TrustCenter immediately 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 within a period of two weeks from the reception of the good or a certificate of recognisable defects in writing; otherwise warranty claim is void. Hidden defects shall be notified 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 point of time regarding the recognition of the error and the timeliness of the defect notification.

6.4 TC TrustCenter will meet its warranty obligations primary by remedy the defect or additional deliver, 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 contradictions of the contract, especially in the event of minor defect, the customer may not rescind the contract.

6.6 If the customer chooses to rescind the contract after unsuccessful remedy of the defect in the event of a defect of the good or the title, the customer may not claim any damages.

If the customer claims damages after unsuccessful remedy of the defect, the good remains with the customer. The claim shall be limited to the difference between the purchase price and the value of the defective good. 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 good. 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 a defective documentation, TC TrustCenter shall deliver the documentation free of defects. This applies only if the defect in the documentation opposes to a 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 As far as TC TrustCenter cannot fulfil its contractual obligation at all or on time due to force majeure, strike, war, riots or other events inevitable for TC TrustCenter, TC TrustCenter cannot be held liable in any ways.

### 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 determined to deliver the goods. If the delivery is being held up by demand of the customer, the risk will be passed on to the customer with declaration of readiness for delivery.

### 8 Retention of Title

8.1 The title of the delivered good 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 good with reasonable care.

8.2 The customer is under an obligation to inform TC TrustCenter immediately in the event that the good 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 retreat 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 of the German Signature Act. Only with certificates expressly mentioned as "qualified certificates" in the relevant service description can be created a qualified electronic signature.

10.2 Deviating, opposing or supplementary general terms and conditions will not form part of the contract even in case of knowledge of 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 on any modification of these General Terms and Conditions. Such modifications are deemed to be accepted if the customer does not oppose 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 opposes 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 are - also regarding prices - are non binding and subject to confirmation. Technical modifications are reserved 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 As far as a certificate shall be transferred onto a signature card, the conclusion of the contract shall be under the condition of the proper and timely delivery by the supplier of TC. 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.

12.3 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 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 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 bill protests 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 of the invoice date.

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 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 payment becomes overdue TC TrustCenter may, as of commencement of delay, charge interest at a rate corresponding to the credit charged to us by banks, but in no case less than the 8% p.a. above the statutory base rate. TC TrustCenter furthermore reserves the right to prove and to claim additional damages for late payment.

15.4 Negative credit information about a customer, in particular bill or check protest or similar matters, and the persistent exceeding of a payment term agreed with TC TrustCenter, will entitle TC TrustCenter to deliver in future only in return for the provision of collateral or payment in advance. In such an event, a prolongation of receivables which are already due shall be regarded as revoked, and receivables which are not yet due shall in this event be due immediately. This also applies for an 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. Section 354 a of the German Commercial Code (HGB) remains unaffected hereby.

A right of retention is only valid for opposite claims of the respective contractual agreement