

# General Terms of Use Negocio Certificate \*

ChamberSign France CA

-

## ChamberSign France



<b>Purpose of the document:</b>	This document is related to the hierarchy of ChamberSign France “ChamberSign France CA” certification authorities. It aims at defining the content and terms of application of the certification services provided by ChamberSign France
<b>Version</b>	02
<b>Date of distribution</b>	09/06/2016
<b>Type of distribution</b>	Public

ENGLISH TRANSLATION FOR INFORMATION ONLY

**FOLLOWED BY**

**THE ORIGINAL BINDING FRENCH VERSION**

## CONTENTS

**ENGLISH TRANSLATION FOR INFORMATION ONLY**

<b>1.</b>	<b>INTRODUCTION</b>	<b>3</b>
<b>2.</b>	<b>DEFINITIONS</b>	<b>3</b>
<b>3.</b>	<b>PURPOSE</b>	<b>5</b>
<b>4.</b>	<b>CONTACT</b>	<b>5</b>
<b>5.</b>	<b>TERM – APPLICATION</b>	<b>5</b>
<b>6.</b>	<b>REQUESTS FOR CERTICATES AND RENEWALS</b>	<b>5</b>
5.1	REGISTRATION OF CERTIFICATE APPLICATION FILES	5
5.2	VERIFICATION OF THE REQUEST	6
5.3	REJECTION OF THE REQUEST	6
5.4	ISSUANCE OF THE CERTIFICATE	6
5.5	ACCEPTANCE OF THE CERTIFICATE	6
5.6	ASSISTANCE	6
5.7	RENEWAL	7
5.8	AMENDMENT OF THE CERTIFICATE	7
5.9	CERTIFICATE UNBLOCKING	<b>ERREUR ! SIGNET NON DEFINI.</b>
<b>7.</b>	<b>CONDITIONS FOR USING CERTIFICATES AND RESTRICTIONS</b>	<b>7</b>
<b>8.</b>	<b>CERTIFICATE VERIFICATION PROCEDURE</b>	<b>7</b>
<b>9.</b>	<b>REVOCAION OF THE CERTIFICATE</b>	<b>7</b>
<b>10.</b>	<b>CHAMBERSIGN’S OBLIGATIONS</b>	<b>8</b>
<b>11.</b>	<b>CLIENT’S OBLIGATIONS</b>	<b>9</b>
<b>12.</b>	<b>CCR’S OBLIGATIONS</b>	<b>10</b>
<b>13.</b>	<b>OBLIGATIONS OF CERTIFICATE USERS</b>	<b>11</b>
<b>14.</b>	<b>PRICE AND PAYMENT</b>	<b>12</b>
13.1	PRICE	12
13.2	INVOICING	13
<b>15.</b>	<b>LIABILITY</b>	<b>13</b>
<b>16.</b>	<b>INSURANCE</b>	<b>14</b>
<b>17.</b>	<b>CONFIDENTIALITY</b>	<b>14</b>
<b>18.</b>	<b>INTELLECTUAL PROPERTY</b>	<b>15</b>
<b>19.</b>	<b>PERSONAL DATA</b>	<b>15</b>
<b>20.</b>	<b>TERMINATION OF THE SUBSCRIPTION</b>	<b>15</b>
<b>21.</b>	<b>CONSERVATION</b>	<b>16</b>
<b>22.</b>	<b>NULLITY</b>	<b>16</b>
<b>23.</b>	<b>ENTIRE AGREEMENT</b>	<b>16</b>
<b>24.</b>	<b>DISPUTE SETTLEMENT – JURISDICTION – APPLICABLE LAW</b>	<b>17</b>

## 1. INTRODUCTION

1. ChamberSign France provides its Client and its Legal Representative, the CCR and the Certificate User with certification services.
2. Any use of the services offered implies the consultation and unreserved acceptance of these General Terms.
3. The Client, its Legal Representative, the CCR and the Certificate User acknowledge that they have read, understood and approved these General Terms and the CP of the Negocio Certificate RGS \* signature, authentication Certificate of ChamberSign France CA 1.2.250.1.96.1.7.4.2.2, accept their content in full and acknowledge that they are bound by all of their provisions.
4. The Client, its Legal Representative, the CCR and the Certificate User acknowledge that they have the necessary skills and means for using the Certificates.
5. The Client, its Legal Representative, the CCR and the Certificate User acknowledge that they are aware of the type, purpose and terms of using the Certificates and have claimed and obtained the information required for using the Certificates in full knowledge of the facts.

## 2. DEFINITIONS

6. The terms defined below shall have the following meanings between the parties:
  - “User Application”: means the application services using Certificates issued by ChamberSign France for purposes of signature and authentication of the CCR;
  - “Authentication”: means the process which purpose is to verify the identity claimed by a person or a machine (hereinafter an “Entity”)
  - “Certification Authority” or “CA”: means “ChamberSign France” the legal entity which, within an electronic certification service provider (CSP), is in charge, in the name and under the latter’s liability, of applying a Certification policy and has the capacity to issue electronic Certificates in relation to this Certification policy. “ChamberSign France” is a Certification Authority qualified in article 7 of decree no. 2001-272 of 30<sup>th</sup> March 2001 taken as application of article 1316-4 of the French Civil Code and regarding electronic signatures;
  - “Key Pair”: means the couple of keys made up of one Public Key and one Private Key, generated in relation to a PKI-type of infrastructure (technical solutions based on Public-key cryptography);
  - “Registration Office” or “RO”: means one of the components of the IGC, approved by CA, intervening to check the identification information of the future CCR of a Certificate, and where necessary other specific attributes, before transferring the corresponding request to the appropriate KMI department;

- “Certificate” or “Cachet Server Certificate”: means the electronic file certifying electronic documents and certifying that a key pair belongs to the CCR or to the material element or software identified in the Certificate. The Certificate is signed by the Certification Authority;
- “Private Key”: means a mathematical algorithm the CCR has to retain secretly;
- “Public Key”: means a mathematical key disclosed and used to check a data received signature;
- “Client” means the Entity contracting with ChamberSign France to obtain a Negocio Certificate \*. Any obligation binding the Client shall also bind its Legal Representative, the Certification Representative and the CCR;
- “Compromise”: means the disclosure or suspected disclosure or loss of confidential information as a result of infringing a security measure and leading to a possible loss in confidentiality and/or integrity of the data in question;
- “General Terms of Use” or “GTU”: means the General Terms of Use herein.
- “Confidential Data”: means together the Certificate Private Key, the withdrawal code and the activation code of the Private Key, which are the CCR’s strictly personal data which should absolutely be kept secret;
- “Entity”: means the administrative authority or company defined broadly, i.e. also private-law legal entities such as associations;
- “Key Management Infrastructure” or “KMI”: means the series of components, functions and processes devoted to managing cryptographic keys and their certificates used by trustworthy services;
- “LAR”: means the list of Certification Authority revoked Certificates;
- “CRL”: means the certificate revocation list;
- “Certification Representative”: means the person designated by the Client’s Legal Representative to gather the documents necessary for the Certification requests, to realise the one on one interview with the CCRs et to execute Certificate Revocation requests.
- “OID”: means the object identifier identifying the Certification Authority’s Certification Policy;
- “Certification Policy” or “CP”: means the series of rules and exigencies, identified by a name (OID), defining the standards with which ChamberSign France complies in relation to these terms and indicating the applicability of a Certificate to a particular community and/or to a class of applications with shared security standards;
- “CCR” or “Certificate Cachet Responsible”: means the physical person for whom the Certificate request was accepted and treated by AC. He/she is responsible of this Certificate and the Private Key corresponding of this Certificate;

- “Legal Representative”: means the Client’s legal representative
- “Revocation”: means the action which aims at ceasing the validity of the certificate which has been revoked is recorded on the CRL;
- “Electronic Signature”: means the use of a reliable identification process guaranteeing its relation with the deed to which it is attached, in accordance with applicable legislation;
- “Certificate User”: means the entity or private individual receiving a Certificate and who relies on it for checking an authentication or an electronic signature value from the CCR;

### 3. PURPOSE

7. These GTU aim at defining the terms under which the Client can use the Certificates provided by ChamberSign France as Certification Authority in accordance with its Certification Policy.

### 4. CONTACT

8. Any request can be addressed to ChamberSign France – 46, avenue de la Grande Armée – 75858 PARIS Cedex 17.

### 5. TERM – APPLICATION

9. These GTU are binding on the Client, as from their signature and, in the absence of signature, as from the first use of the Certificate, which imply full and complete acceptance of the GTU. The Client vouches for these GTU being respected by the Certificate User.

10. The GTU are concluded and shall remain binding throughout the whole lifetime of the Certificate, a three years long period renewable once, without prejudice to any updates and changes to them that ChamberSign France commits to transmit to the Client.

11. Any use of the Certificate after the amendments or updates of the GTU implies full and complete acceptance of the new GTU by the Client.

### 6. REQUESTS FOR CERTIFICATES AND RENEWALS

#### 6.1 REGISTRATION OF CERTIFICATE APPLICATION FILES

12. The CCR, the Legal Representative of the Client as well as the Certification Representative may make a Certificate request by completing the Certificate request form on the ChamberSign France website: [www.chambersign.fr](http://www.chambersign.fr).

13. The supporting documents to be enclosed when making an initial Certificate request are specified in the subscription form.

14. The Client must send the required supporting documents by post, or present them directly to the RO.

## 6.2 VERIFICATION OF THE REQUEST

15. The RO performs the following operations:

- checks and confirms the identity of the future CCR;
- checks the coherency of the supporting documents presented;
- ensures that the future CCR is aware of the terms applicable for using the Certificate and of the GTU.

## 6.3 REJECTION OF THE REQUEST

16. In the case of missing documents and after a reminder regarding the supply of these documents, the RO reserves the right to reject the certificate request.

17. It informs the CCR, the Certification Representative or the Legal Representative of the Client.

## 6.4 ISSUANCE OF THE CERTIFICATE

18. After Authentication of the origin and verification of the integrity of the request sent by the RO, ChamberSign France generates the Certificate, the future CCR's Key Pair, his/her authentication and signature mechanism, the activation codes and every element needed to a proper functioning of the Certificate.

19. The availability of the Certificates issued by ChamberSign France after the registration process gives rise to the issue of an availability notice via email sent to the future CCR who should follow the instructions set out in the said message in order to withdraw them.

20. ChamberSign France reserves the right to abandon the Certificate issuance process if the future CCR has not collect his/her Certificate 2 months after the said message.

## 6.5 ACCEPTANCE OF THE CERTIFICATE

21. Following its withdrawal, the CCR must test his/her Certificate by using the service provided for this purpose on the ChamberSign France website.

22. The CCR is required to inform ChamberSign France of any inaccuracy or fault in the Certificate within seven business days following the collection of the Certificate, in order for the latter to be revoked and a new one provided.

23. After the expiration of the aforementioned period, the CCR deemed to have tested and accepted his/her certificate from its first use.

## 6.6 ASSISTANCE

24. In order to assist the CCR, a telephone assistance or hot line is available on 08 92 23 02 52 (0.34 Euros incl. taxes per minute in Metropolitan France only) from 9a.m. to noon and from 2p.m. to 5p.m., on business days.

25. A tutorial and a FAQ section are available on the ChamberSign France website at the following address: <http://www.chambersign.fr>.

## 6.7 RENEWAL

26. The renewal of an expired Certificate necessitates that all supporting documents that are no longer valid or that have been modified shall be provided again in accordance with the subscription form. All CCRs are warned by email of the upcoming expiry of their Certificate. If he wishes to renew it, the CCR sends a renewal requests on the ChamberSign France website before the expiration date.

27. The renewal of a Certificate implies the renewal of the corresponding Key Pair and the modification of the validity dates but not of the other information, which shall remain identical to the previous Certificate.

## 6.8 AMENDMENT OF THE CERTIFICATE

28. The amendment of a Certificate corresponds to changes in information without changing the Public Key. **ChamberSign France does not make any amendment to a Certificate.**

29. In the case of a change in the information contained in the Certificate, the Certificate will be revoked and a new Certificate request must be made, in accordance with the terms and conditions set out in the GTU.

## 6.9 LOSS OF PASSWORD

30. The password required to use the Certificate by the CCR is not registered to any base and is known only by the CCR. Therefore, in case of loss of password, ChamberSign will not be able to recover it and the certificate will be revoked. A new Certificate request will then be made on the terms defined by the GTU

## 7. CONDITIONS FOR USING CERTIFICATES AND RESTRICTIONS

31. The use of the CCR's Private Key and of the Certificate must remain strictly limited to Authentication and electronic signature services.

32. The Certificates must not be used for personal purposes.

## 8. CERTIFICATE VERIFICATION PROCEDURE

33. ChamberSign France undertakes to provide, 24h/24 a consultancy service on its [www.chambersign.fr](http://www.chambersign.fr) website enabling to check the validity of the Certificates it has issued.

34. The information made available by ChamberSign to the Certificate User will enable the latter to check and validate the status of a Certificate and of all of the corresponding Certification chain.

## 9. REVOCATION OF THE CERTIFICATE

35. A certificate may be revoked by ChamberSign for the following reasons:

- amendment in information contained in the Certificate;

- inaccurate information provided in the registration file;
- lack of payment of the price of the Certificate by the Client;
- possible or proved compromise of the CCR's Private Key;
- lack of respect by the CCR of the rules for using the Certificate;
- lack of respect by the CCR and/or the Client of ChamberSign France's CP obligations;
- performance of fraudulent operations;
- termination of the subscription;
- request for revocation of the Certificate by the Client;
- end of the CCR's office or employment with the Client, for whatever reason : death, resignation, etc;
- loss of the password;
- cessation of the Client's activity.

36. Request to revoke the Certificate may be made at any time by registered letter with confirmation of receipt sent to the RO, or online from the following website: [www.chambersign.fr](http://www.chambersign.fr).

37. The revocation request may be made by the following persons:

- The Legal Representative of the Client;
- the CCR;
- the Certification Representative
- ChamberSign France.

38. The revocation request shall undergo a verification procedure regarding the person making the request and their authority in relation to the Certificate.

39. The CCR receives confirmation of this revocation, by email.

40. The CCR acknowledges and accepts that he will bear all responsibility for any use of the Certificate after having become aware of the occurrence of any of the above-mentioned events, without prejudice to any legal action for liability that ChamberSign France reserves the right to instigate against the CCR.

## 10. CHAMBERSIGN'S OBLIGATIONS

41. ChamberSign France allocates an OID to its CP which is included in the corresponding Certificates that it undertakes to have evolved in the case of evolution in its CP.

42. ChamberSign France undertakes to perform the certification services in accordance with the terms and conditions and subject to the restrictions of these GTU.

43. ChamberSign France undertakes to show the User of its Certificates, upon his request, that it has issued a Certificate for a given CCR and that this CCR has accepted the Certificate.

44. It undertakes to endeavour to create and issue Certificates that contain information deemed as accurate.

45. For this, ChamberSign France undertakes to ensure that the Certificate application file is complete, and that the documents provided apparently comply.



46. It undertakes to ensure that the Certificate is delivered to the CCR within a period of 48 hours as from receipt of a full file by the RO.

47. It undertakes to establish, by issuing a Certificate, a link between the identity of a person and the information contained in the said Certificate.

48. Should the Client's Legal Representative use the services of an assignee, the RO undertakes to inspect the assignee's identity and to check the existence of an authorisation signed between the Client's Legal Representative and the assignee.

49. The assignee shall be responsible for the validity of the mandate granted by the Client or its Legal Representative and undertakes to give the RO a declaration to that effect.

50. ChamberSign France takes all reasonable steps to ensure that the CCRs are aware of their rights and obligations regarding the use and management of the keys, the Certificates and the equipment and softwares used for the purpose of the KMI.

51. ChamberSign France takes all necessary measures in order to cover its liability related to its operations and/or activities and possesses the financial stability and resources required for working in compliance with the CP.

52. ChamberSign France has a general obligation of surveillance as regards the security and integrity of the Certificates issued by it or one of its components.

53. ChamberSign France undertakes to ensure the proper functioning of the Certificates that it issues.

## 11. CLIENT'S OBLIGATIONS

54. The Client and its Legal Representative undertake to respect the provisions of the GTU.

55. The Client and its Legal Representative are liable for managing the Certificates issued to their employees, assignees or agents in the scope of the subscription contract, and vouches that every Certificate CCR shall comply with the provisions of the GTU and that no fraud or failure will be committed. In this respect, the Client and its Legal Representative notably ensure that the CCR shall:

- Not make any personal use of the Certificates;
- Not communicate information relative to the creation or modification of the Certificate during the lifetime of the Certificate;
- Respect the revocation procedure as set forth in article 8;
- Keep secret and in a secure manner the confidential data of the Certificate and particularly its password.

56. The Client and its Legal Representative undertake to provide all useful, accurate and updated information for creating and managing the certificates.

57. The Client and its Legal Representative undertake to inform the related RO with any amendments regarding the information contained in the Certificate, by letter with the supporting documents required, within 30 days from their occurrence. Otherwise,

ChamberSign France reserves the right, once the period has passed, to revoke the Certificate (or rescind the subscription).

58. The Client and its Legal Representative vouch for the accuracy of the information provided and the comprehensiveness of the supporting documents required for the registration of the Certificate.

59. The Client and its Legal Representative acknowledge and accept that the information provided in this respect is kept and used by ChamberSign France in order to manage the Certificates in accordance with the conditions stipulated by law and in particular those regarding the protection of personal data.

60. The Client and its Legal Representative acknowledge being informed of the installation condition of the ChamberSign France Certificates. In particular, the Certificate is the subject of a tutorial available on the ChamberSign France website.

61. The Client and its Legal Representative shall choose equipment and software providing the necessary security for the installation and protection of the Certificates and physical media. In particular, they implement a qualified equipment at least at the elementary level by the National Security Agency Information Systems.

## 12. CCR'S OBLIGATIONS

62. The CCR commits to give any necessary, accurate and updated information for the creation and managing of Certificates for their duration.

63. The CCR vouches the accuracy of the given information and of the comprehensiveness of the supporting documents required for the registration of the Certificate.

64. He acknowledges and accepts that the information provided in this respect is kept and used by ChamberSign France in order to manage the Certificates in accordance with the conditions stipulated by law and in particular those regarding the protection of personal data.

65. The CCR informs ChamberSign France of any amendment regarding the information contained in his/her Certificate. In the case of a lack of prior information from the CCR to ChamberSign France, ChamberSign France's liability may not be engaged in case of discrepancies between the information and reality.

66. ChamberSign France reserves the possibility to perform random checks regarding the accuracy of the information contained in the Certificate.

67. The CCR commits to inform the related RO with any amendments regarding the information contained in the Certificate, by letter with the supporting documents required, within a period of 30 days as from their occurrence. Otherwise, ChamberSign France reserves the right, once the period has passed, to revoke the Certificate.

68. The CCR acknowledges that he/she has been informed of the conditions of installing the Certificates and of the tutorial available on the ChamberSign France website.

69. The CCR chooses equipment and software providing security in keeping with his/her needs for the installation and protection of the Certificates. In particular, he implements a qualified equipment at least at the elementary level by the National Security Agency Information Systems.
70. The CCR undertakes to respect the authorised uses of the Key Pairs and Certificates.
71. The CCR protects his/her Private Key by means that are adapted to his/her surroundings.
72. The CCR protects his/her activation data and, where appropriate, implements it.
73. The CCR protects the access to his/her Certificates base. In the case of a Certificate to the software format the CCR has to protect it with a strong password, that is to say, a password containing at least 8 characters with capital letters, numbers and special characters and protect this password. It is the responsibility of the CCR to make a backup of the software certificate, in order to ensure proper operation in the event of breakdown or change IT equipment. The backup is stored by the CCR in a secure location. In no event the liability of the Certification Authority can not be held due to the loss of the private key by the CCR.
74. The CCR respects the conditions of using his/her Private Key and the corresponding Certificate.
75. The CCR must make, immediately, a revocation request of his/her Certificate in the case of compromise or suspected compromise of his/her private key (or the activation data).
76. The CCR undertakes not to deliver the Certificate attributed to him/her or the protection codes of this Certificate.
77. The CCR is informed that the personal identity information may be used as elements of authentication during the revocation request.
78. In case of change of the CCR during the Certificate's validity period, the new CCR must be registered with the RO.

### **13. OBLIGATIONS OF CERTIFICATE USERS**

79. The Certificate users undertake to respect these GTU.
80. The certificate users check and respect the purpose for which a certificate has been issued.
81. The Certificate users check that the Certificate issued by ChamberSign France is referenced at the security level and for the level of trust required by the application.
82. For each of the Certificates of the certification chain, from the CCR's Certificate to the root certification authority, the users check the status of the certificate and in particular the digital signature of ChamberSign France, issuer of the certificate in question, and inspect the validity of this certificate.

83. When the CCR is not the Legal Representative of the Entity, the Certificate user must verify that the CCR has, at the date of the signing, the necessary powers to bind the Entity for the act in question.

84. The Certificate users check and respect the obligations of the Certificate users set forth in the applicable CP.

## 14. PRICE AND PAYMENT

### 14.1. PRICE

85. The price of the Certificates is assessed in accordance with the pricing conditions issued by ChamberSign France.

86. The following settlement means are accepted:

- \* Cash card;
- \* Bank transfer;
- \* Order for payment;
- \* Cheque.

87. No discount is granted in the case of early settlement.

88. ChamberSign France reserves will invoice bank fees to the CCR should the latter issue a bad cheque, along with any costs incurred due to a payment error by the CCR, or in case of a double payment

89. The price of the Certificate is settled upon receipt of the invoice which corresponds to the downloading of the certification or to the anniversary date, if the payment is made in instalments.

90. As an exception to the above, the Client may request, on its Certificate request, to benefit from a payment by yearly instalment. In this case, the annual subscription fee is due at the Certificate anniversary date, as set forth in the subscription invoices, unless the Certificate has been revoked by the Client or the CCR before this date.

91. Payments are due on their due date even if the invoices issued by ChamberSign France do not mention a purchase order number or any other specific mention requested by the Client.

92. The Client acknowledges that the price of the Certificate is fully owed notwithstanding the Certificate early revocation, for whatever cause and even when the payment is made in instalments. The Client may consequently be obligated by way of court proceedings or by a judicial officer (bailiff) to pay any remaining amount.

93. In the case of lack of settlement within the required period, an indemnity shall be owed, in accordance with article L 441-6 of the Code de Commerce, calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points, as well as a fixed indemnity for recovery costs of 40 €.

94. These penalties will be applicable as from the day following the date stipulated for the settlement of the invoice and shall be payable without any reminder being required.
95. In the case of lack of settlement, the Certificate will be rightfully revoked without entitling any party to compensation or replacements.

## 14.2. INVOICING

96. Original invoices are issued by ChamberSign France under electronic form and sent by email to the CCR or to any email address indicated to this purpose by the CCR during the Certificate request. The CCR and the Client commits to inform ChamberSign France of any address modification.
97. No request to obtain a “paper” invoice will be honoured.
98. An invoice is issued for each individual Certificate, even when the Client has several Certificates. The issuance of a global invoice on the Client request will generate an extra cost of 40 € exclusive of taxes plus 5 € exclusive of taxes per Certificate (cancellation cost per each invoice).
99. The Client’s registered name and address indicated on the Certificate request will be used to issue invoices. No changes to this information may be made on the invoices or on the Certificate. In the case of a change of the information in the Certificate, the Certificate will have to be revoked and a new Certificate request done, under the GTU conditions.

## 15. LIABILITY

100. ChamberSign France is liable for the compliance of its Certification Policy with the requirements issued by the Standard-CP.
101. ChamberSign France bears the cost of any damaging consequences as a result of failure by it or one of its components to respect its Certification Policy.
102. ChamberSign France acknowledges that its liability is incurred in the case of fault or negligence, by itself or one of its components, of any kind and seriousness whatsoever, which may lead to CCRs’ personal data being read, altered or misused for fraudulent purposes, whether this data is contained or in transit in the ChamberSign France Certificate management applications.
103. It is responsible for maintaining the level of security of the technical infrastructure that it uses for providing its services.
104. ChamberSign France may not be held liable for the prejudice caused by a use of the Certificate that exceeds the limits of the authorised use.
105. ChamberSign France’s liability may not be incurred in the case of inaccurate information due to false declarations, false documents or the absence of information on amendments occurring in the situation of the Client, the CCR, or the Legal Representative or the Certification Representative upon creating the Certificate or during its validity period, whether such false declaration, false document or omission is intentional or not.

106. ChamberSign France does not make any commitment, or take on any liability as regards the consequences of delays in transmission, alteration, errors or losses of any electronic message, letter or document signed or authenticated.
107. ChamberSign France may not be held liable for any content of the messages authenticated using its Certificates, the Client and the CCR being exclusively responsible to third party for the content of such messages.
108. Without prejudice to the section entitled “Insurance”, ChamberSign France may not, under any circumstances, be held liable for any consequential damage such as, for example, any financial or commercial prejudice, or loss of profits or business, caused by or resulting from the subscription or related to the use of the Certificates issued by ChamberSign France.
109. It does not take on any commitment or liability regarding the use of a Certificate that does not comply with these GTU, in particular as regards the inspection procedures on the validity of the Certificate during a transaction.
110. Furthermore, ChamberSign France may not be held liable for phenomena related to the normal wear and tear of computing media, and in particular the deterioration of the information held on the said media due to the influence of magnetic fields.
111. ChamberSign France may not be held liable for damage related in particular to an interruption or fault in the services and applications of the Certificate User.
112. ChamberSign France may not be held liable for the use of the Private Key of the CCR, who has personal liability for it. Any damage related to the Compromise of the Private Key is borne by the Legal Representative.
113. ChamberSign France may not be held liable for any illegal use of the Certificate when the Client, Legal Representative, Certification Representative or CCR have not made a revocation request in accordance with these GTU.

## 16. INSURANCE

114. ChamberSign France has taken out an insurance policy through Gras Savoye, insurance broker, covering the consequences of its professional civil third-party liability, for all physical, material and consequential damage resulting from its activity.
115. Regarding a software Certificate, the CCR will not be entitled to the replacement of lost Certificate, or stolen according to the terms of the insurance policy taken out by ChamberSign France.

## 17. CONFIDENTIALITY

116. All information and all data provided by the parties, in writing or verbally shall be considered as confidential.
117. The parties undertake to:

- treat the confidential information with the same level of protection as they apply to their own confidential information of the same importance;
- keep the information confidential and ensure that it is not revealed or likely to be revealed either directly or indirectly to any third party;
- avoid the confidential information being either copied, reproduced, duplicated, in part or in whole, when such copies, reproductions or duplications are not directly related to the performance of these general terms.

## **18. INTELLECTUAL PROPERTY**

118. The parties declare and guarantee that they have free disposal of the trademarks, names, corporate names and other distinctive signs to be used in relation to these general terms.

119. With the exception of the use of the Certificates as stated in the GTU, the Client and the CCR shall not present or use trademarks, logos, files or any other intellectual property rights belonging to ChamberSign France without its prior, explicit and written authorization.

## **19. PERSONAL DATA**

120. The personal data collated by ChamberSign France for the purpose of issuing and keeping the Certificates will only be processed for the purpose for which they have been collated.

121. ChamberSign France represents and warrants that the collection of personal data in relation to these general terms and the processing for which it is responsible is performed in accordance with the terms of law no. 78-17 of 6<sup>th</sup> January 1978 regarding IT, files and freedom.

122. In particular, ChamberSign France deals personally with the observation in relation to the persons involved in the collation and processing of personal data of the information specified in article 32 of the law of 6<sup>th</sup> January 1978.

123. ChamberSign France ensures the confidentiality and security of the data collated in relation to these general terms.

124. However, this data may be provided to the technical operator of ChamberSign France, which respects the same confidentiality policy as ChamberSign France.

125. The Legal Representative, the Certification Representative and the CCR may write to ChamberSign France, at the following address: ChamberSign France - 46 avenue de la Grande Armée - 75 017 Paris, in order to use their rights to access, question, oppose for legitimate grounds, and rectify the information about them and being processed by ChamberSign France, in accordance with the conditions set out by the law of 6<sup>th</sup> January 1978.

## **20. TERMINATION OF THE SUBSCRIPTION**

126. The Client may terminate the subscription at any time, without reason.



127. In this case, the latter may not claim the reimbursement of the amounts already paid in relation to the subscription for ChamberSign France's Certification service.
128. ChamberSign France may terminate the subscription in advance if the Legal Representative or the CCR does not respect the contractual obligations incumbent upon them, after formal notice sent by registered letter with confirmation of receipt, remaining unanswered after 30 days.
129. The subscription is terminated automatically:
- in the case of expiry of all of the Certificates that have not been renewed;
  - in the case of revocation of the Certificates;
  - in the case of lack of payment of the price of the subscription.
130. If after revocation, ChamberSign France receives a new certificate request from the same person, a new file shall be created and the GTU should be signed again.
131. In the case of termination occurring before the end of the validity period related to the Certificate, for reasons not attributable to ChamberSign France, the price paid by the Client shall remain acquired by ChamberSign France.

## 21. CONSERVATION

132. ChamberSign France shall keep the documents regarding the proof of the CCRs' identification inspection for the periods stipulated in the Certification Policy.
133. The logbooks shall be kept on site for a period of 30 days. After being generated, they shall be archived and kept for five years.
134. The registration files are archived for a period of 5 years from the Certification issuance. If the Client requests a copy of the registration file, the related cost shall be charged to the Client.
135. The Certificates and the CRLs are archived for a period of 5 years.
136. If the Client wishes the registration file, the Certificates or the CRLs to be archived for a longer period, he shall do it on its own and bear the relevant costs.

## 22. NULLITY

137. Should one or several clauses of these GTU be deemed as null and void or declared as such by a law, regulation or further to a final ruling from a jurisdiction, the other clauses shall maintain their full validity except in the case of characteristics that are inseparable from the disputed clause.

## 23. ENTIRE AGREEMENT

138. The parties acknowledge that the GTU, subscription form, pricing list and Certification Policy of ChamberSign France and any contractual document regarding the issuance and management of the Certificates constitute the whole of the agreement.



139. In the case of contradiction, these terms shall prevail over any other of the parties' documents and notably the Client's general term of purchase.

#### **24. DISPUTE SETTLEMENT – JURISDICTION – APPLICABLE LAW**

140. In the case of difficulty in interpreting and performing the terms of the contractual documents or of one of their riders, the parties decide to submit this difficulty to an out-of-court procedure and/or if necessary, use the services of an appraiser.

141. Otherwise, cases will be referred exclusively to the judicial courts.

142. These GTU are governed by French law.

143. The same applies for the form and content rules, notwithstanding the places of performance of the substantial or ancillary obligations.

144. The French laws and standards applicable to electronic signature Certificates use for authentication and signature are in particular:

- Law no. 78-17 of 6th January 1978 related to IT, files and freedom;
- Order no. 2005-1516 of 08 12 2005 regarding electronic exchanges between users and the administrative authorities and between the administrative authorities;
- Decree related to Order no. 2005-1516 of 08 12 2005;
- RGS Authentication Standard Certification Policy;
- ETSI TS 102 042 VI. 3.4 (December 2007).