

# End-User Agreement for SwissSign Gold Certificates

of

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## 1 General

SwissSign AG operates SwissSign Gold Certification Authority and its subordinates, SwissSign Personal Gold Certification Authority, SwissSign Server Gold Certificate Authority and SwissSign Registration Authority (they are hereinafter referred to as SwissSign). SwissSign issues certificates (incl. associated private keys) whose function is to support digital signing.

In order to be issued a SwissSign Gold Certificate, applicants must accept and agree to the conditions specified in the document "SwissSign Gold Certificate Policy and Certification Practice Statement" (<http://repository.swisssign.com>) and in the document "End-User Agreement for SwissSign Gold Certificates". These conditions govern the relationship between SwissSign and its customers with respect to the purchase, use and administration of such certificates. In the event of inconsistent or conflicting provisions in the agreements with SwissSign, the provisions stipulated in the "SwissSign Gold Certificate Policy and Certification Practice Statement" shall prevail.

The SwissSign Gold Certificates are recommended for client authentication, data encryption and secure email applications.

## 2 Contact address

Use the following email address for questions or suggestions regarding the SwissSign Gold services:

[csp.feedback@swissign.com](mailto:csp.feedback@swissign.com)

All feedback, positive or negative, is welcome. SwissSign AG will respond in due time.

### 3 Duties and Obligations of Certificate Holders and Relying Parties

The Certificate Holder agrees to observe the following conditions:

- Gold Certificates may only be used in accordance with the rules stipulated in the "SwissSign Gold Certificate Policy and Certification Practice Statement".
- The information submitted to SwissSign has to be accurate and comply with applicable law, rules and other regulations. SwissSign reserves the right to reject requests without disclosing reasons if the provided information is deemed inadequate or incomplete.
- The Certificate Holder and Relying Parties are obliged to have an appropriate understanding of the proper use of public key cryptography as well as an understanding of the associated risks.
- SwissSign Certificates may be used exclusively in accordance with applicable laws, rules, and regulations and only for authorized intended purposes.
- The Certificate Holder is responsible for protecting the private key from unauthorized access and for taking all necessary precautions to prevent unauthorized use. The private key may only be used in secure computing environments that have been provided by trustworthy sources and that are protected by state-of-the-art security measures. The Certificate Holder must ensure complete control over the private key by not sharing private keys and passwords and not using easily guessable passwords.
- In the case of changes to information included in the certificate, or any other change that could make the information in the certificate misleading or inaccurate, the Certificate Holder must notify the Registration Authority immediately.
- The Certificate Holder agrees to take all reasonable measures to prevent use, loss or other unauthorized actions that may place the public key infrastructure and/or the private key at risk, and to notify the Registration Authority immediately should any such risk arise.
- The Certificate Holder is obliged to immediately cease using the certificate upon revocation, termination, expiry or notification by the Registration Authority.
- It is the sole responsibility of the Certificate Holder or Relying Party to always use the certificate with due diligence and reasonable judgment.
- It is in the sole responsibility of the Relying Party to verify revocation status, legal validity, transaction limits and applicable policies.

## 4 Certificate Request and Approval

Customers can apply for a SwissSign Gold Certificate by submitting an application to the SwissSign website at <http://swissign.net>. The applicant must then submit the required documentation, and sign the registration form and agreements. Certificate use and other SwissSign services and products are subject to payment of the agreed-upon fees.

SwissSign reserves the right to decline certificate requests without disclosing reasons.

## 5 Secure Signature Creation Device (SSCD)

SwissSign recommends to use a Secure Signature Creation Device.

## 6 Certificate Expiration

Validity of a SwissSign Gold Certificate is limited up to the maximum remaining lifetime of the issuing CA certificate minus 10 days, or less under certain circumstances (see Article 7 below). It is the sole responsibility of the Certificate Holder to ensure continuous use of SwissSign Gold Certificates. Therefore, SwissSign recommends that the Certificate Holder applies for a new certificate at least 30 days prior to expiration or initiates a re-keying process at least 1 day prior to expiration.

For reasons of legal compliance, the SwissSign CA and SwissSign RA must keep all subscriber data, documentation and audit information for a minimum period of 11 years after termination of a subscription.

SwissSign reserves the right to decline certificate requests without disclosing reasons.



## 7 Certificate Revocation

SwissSign may, at any time and where adequate without advance notification, revoke a customer's certificate with immediate effect for reasons such as the following:

- the Certificate Holder requests SwissSign to revoke his certificate,
- a SwissSign private key in the trust chain of the customer's certificate has been compromised,
- the Certificate Holder does not comply with the agreed conditions and/or other applicable laws, rules and regulations. In addition, SwissSign may investigate any such incidents and take legal action if required.

After revocation, the certificate becomes invalid. The Certificate Holder is liable for any damages resulting from use of a revoked certificate. SwissSign will not assume any liability for any kind of damages resulting from such use.

## 8 Time-Stamping Services

SwissSign provides time-stamping services in compliance with the Time-Stamping Policy published on the SwissSign website (<http://repository.swisssign.com>).

## 9 Legal Provisions for Using Certificates

The Certificate Holder acknowledges that in countries other than Switzerland, differing local laws may apply, in particular, restrictions with respect to utilization. It is the sole responsibility of the Certificate Holder to comply with such regulations. It is the sole responsibility of a third party relying upon such a certificate to verify the legal validity of the certificate.

Certificates issued by the SwissSign Personal Gold Certification Authority can not be used for a qualified electronic signature as specified by Swiss Digital Signature Law (ZertES).

## 10 Liability

### 10.1 Liability of SwissSign

SwissSign is only liable for damages which are the result of SwissSign's failure to comply with the SwissSign Gold CP/CPS and which were provoked deliberately or want only negligent.

SwissSign shall never be liable for any loss of profits, indirect and consequential damages, or loss of data, to the extent permitted by applicable law. SwissSign shall not be liable for any damages resulting from infringements by the Certificate Holder or the Relying Party on the applicable terms and conditions including the exceeding of the transaction limit.

### 10.2 Liability of the Certificate Holder

The Certificate Holder is liable to SwissSign and Relying Parties for any damages resulting from misuse, willful misconduct, failure to meet regulatory obligations, or noncompliance with other provisions for using the certificate. The Certificate Holder is also liable according to Article 59a OR (Swiss Code of Obligations).

## 11 Force Majeur

SwissSign shall not be in default and the customer cannot hold SwissSign responsible and/or liable for any damages that result from (but are not limited to) the following type of events: any delay, breach of warranty, or cessation in performance caused by any natural disaster, power or telecommunication outage, fire, unpreventable third-party interactions such as virus or hacker attacks, governmental actions, or labor strikes.

SwissSign shall take commercially reasonable measures to mitigate the effects of force majeure in due time.

## 12 Assignment

No rights or obligations arising from this agreement in whole or part shall be assignable or otherwise transferable by the Certificate Holder.

## 13 Amendments, Notices and Other Provisions

SwissSign may amend this End-User Agreement at their sole discretion. The Certificate Holder is not affected by such amendments as they will only take effect for newly distributed certificates. Amended End-User Agreements are published on the SwissSign website.

The Certificate Holder agrees that SwissSign will publish certificate status information according to the applicable regulations. The Certificate Holder decides in the course of the registration process whether the certificate will be published.

If this End-User Agreement and/or other legal documents are provided in additional languages to English, the English version of these documents will prevail.

## 14 Data Protection

The parties to this agreement undertake to adhere to the provisions of the Swiss Data Protection Act (DSG) or other applicable regulations.



## 15 Governing Law and Jurisdiction

The laws of Switzerland shall govern the validity, interpretation and enforcement of this contract, without regard to its conflicts of law. The application of the United Nations Convention on Contracts for International Sale of Goods shall be excluded. Exclusive place of jurisdiction shall be the commercial court of Zurich (Handelsgericht Zürich), Switzerland.

## 16 Authorization

<b>Date</b>	<b>Approved by</b>	<b>Approved by</b>	<b>Version</b>
<del>26.07.2007</del>	<del>Michael Doujak</del>	<del>Melanie Raemy</del>	<del>1.0.9</del>
28.04.2008	Adrian Humbel	Björn Kanebog	1.0.10



digital signature



digital signature