End-User Agreement for SwissSign Platinum Certificates

of

SwissSign AG
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CH-8002 Zurich
Switzerland

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Version:	1.1.2
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1 General

SwissSign AG operates SwissSign Platinum Certification Authority as root Certification Authority and its subordinates, SwissSign Qualified Platinum Certification Authority, SwissSign Personal Platinum Certification 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. The services provided by the SwissSign Qualified Platinum Certification Authority are in accordance with Swiss Digital Signature Law and audited by the Swiss official recognition body for qualified signatures.

In order to be issued a SwissSign Platinum Certificate, applicants must accept and agree to the conditions specified in the document "SwissSign Platinum Certificate Policy and Certification Practice Statement" (http://repository.swisssign.com) and in the document "End-User Agreement for SwissSign Platinum 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 Platinum Certificate Policy and Certification Practice Statement" shall prevail.

SwissSign only issues qualified certificates together with the mandatory non-qualified authentication certificate. The non-qualified encryption certificate is optional. The SwissSign Platinum Certificates are recommended for medium-value commercial transactions, client authentication, data encryption and secure email applications.

2 Contact adress

Use the following email adress for questions or suggestions regarding the SwissSign Platinum services:

csp.feedback@swisssign.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:

- Platinum Certificates may only be used in accordance with the rules stipulated in the "SwissSign Platinum 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.
- The Certificate Holder shall ensure complete control over the Secure Signature Creation Device and activation data by not entrusting any other person with the safekeeping of this device and data.
- 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 suspected or actual compromise, 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 Transaction Limit

The registration forms require a defined transaction limit, detailing liability limits, which is to be published in the respective certificate. The maximum value of such transaction limits is predefined by SwissSign. On calculating the transaction limit, the Certificate Holder must consider all possible monetary consequences using such a certificate. It is the sole responsibility of a third party relying upon such a certificate to verify its revocation status, legal validity, its transaction limits and applicable policies.

SwissSign is not liable for any damages to any party incurred by exceeding the transaction limit, on the extent permitted by applicable law.

5 Certificate Request and Approval

Customers can apply for a SwissSign Platinum Certificate by submitting an application to the SwissSign website at http://swisssign.net. The applicant must then personally visit SwissSign, 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.

6 Secure Signature Creation Device (SSCD)

The Certificate Holder obtains rightful ownership of a Secure Signature Creation Device. The reuse of this device is prohibited by Swiss Digital Signature Law.

7 Certificate Expiration

Validity of a SwissSign Platinum Certificate is limited to one year, or less than one year under certain circumstances (see Article 8 below). It is the sole responsibility of the Certificate Holder to ensure continuous use of SwissSign Platinum Certificates. Therefore, SwissSign recommends that the Certificate Holder applies for a new certificate at least 30 days prior to expiration.

8 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 and/or Relying Party are 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.

9 Time-Stamping Services

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

10 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.

The Certificate Holder is required to use the qualified certificate issued by SwissSign only in accordance with Swiss law and the agreed-upon provisions. Only a qualified certificate can perform digital signatures according to Swiss Law. It is the sole responsibility of a third party relying upon such a certificate to verify the legal validity and transaction limits of the certificate.

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

11 Liability

11.1 Liability of SwissSign

SwissSign is only liable for damages which are the result of SwissSign's failure to comply with Swiss Digital Signature Law (ZertES). SwissSign must supply evidence that they have adhered to applicable laws, rules and regulations.

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.

11.2 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 and Relying Parties are fully liable for any damages resulting from the exceeding of the transaction limit specified in the certificate (Article 7 para. 2 ZertES and Article 16 para. 3 ZertES). The Certificate Holder is also liable according to Article 59a OR (Swiss Code of Obligations).

12 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 majeur in due time.

13 Assignment

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

14 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.
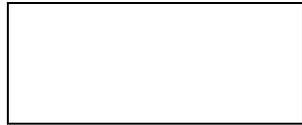
15 Data Protection

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

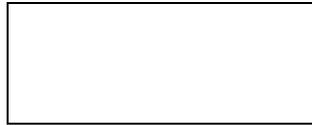# 16 Governing Law and Jurisdiction

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.

17 Authorization

Date	Approved by	Approved by	Version
18.10.2006	Michael Doujak	Melanie Raemy	1.1.2

digital signature   digital signature

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