



End-User Agreement for SwissSign Qualified and Personal Platinum Certificates

of

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1 General

SwissSign AG operates SwissSign Platinum 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 "SwissSign Platinum CA" is a root Certification Authority and the "SwissSign Qualified Platinum CA" is a subsidiary of the "SwissSign Platinum CA" and an issuing Certification Authority that has been certified to be conformant with the stipulations of the Swiss Digital Signature Law. The certification audit was executed by KPMG Klynfeld Peat Marwick Goerdeler SA, the official recognition body.

Individuals can apply for SwissSign Qualified/Personal Platinum Certificates. In order to be issued a SwissSign Platinum Certificate, they must accept and agree to the conditions specified in the documents

- "SwissSign Platinum Certificate Policy and Certification Practice Statement" for both SwissSign Qualified Platinum Certificates and SwissSign Personal Platinum Certificates,
- "SwissSign Qualified Platinum Certificate Policy and Certification Practice Statement" for SwissSign Qualified Platinum Certificates,
- "SwissSign Personal Platinum Certificate Policy and Certification Practice Statement" for SwissSign Personal Platinum Certificates, and
- "Relying Parties Agreement using SwissSign Qualified and Personal Platinum Certificates" for both SwissSign Qualified Platinum Certificates and SwissSign Personal Platinum Certificates.

The conditions stated in the above mentioned documents 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 the sorting order of the documents listed defines their precedence, i.e. the document higher in the list shall prevail over all subsequent documents.

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 person

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

csp.feedback@swissign.com

All feedback, positive or negative, is welcome and should be submitted to the above e-mail address to ensure that it is dealt with appropriately and without undue delay. If requested, SwissSign AG will respond to any e-mail within five business days.

3 Duties and Obligations of Certificate Holders and Relying Parties

The Certificate Holder as a customer of SwissSign AG and as owner of the cryptographic device and the certificates stored therein, agrees to observe the following conditions:

- Platinum Certificates may only be used in accordance with the rules stipulated in the respective CP/CPS.
- 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



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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 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 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

Individuals can apply for a SwissSign Qualified/Personal Platinum Certificate by submitting an application to the SwissSign website at <http://swisssign.net>. They 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.

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.

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.

7 Certificate Expiration

Validity of a SwissSign Qualified/Personal Platinum Certificate is limited to one year, or less than one year under certain circumstances (see Article 7 below). It is the sole responsibility of the Certificate Holder to ensure continuous use of SwissSign Qualified/Personal 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,



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- 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.

9 Time-Stamping Services

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

As far as qualified certificates are concerned SwissSign is 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 majeure 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 is provided in additional languages to English, the English version 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.

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
01.05.2006	Michael Doujak	Melanie Raemy	1.1.0
14.03.2007	Michael Doujak	Melanie Raemy	1.2.0



digital signature



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