

GENERAL TERMS AND CONDITIONS regarding the provision of certification services for Web site authentication DV and OV

This act represents a contract, within the meaning of art. 1270 of the Romanian Civil Code, between: **S.C. CERTSIGN S.A.**, with the registered office in Romania, Bucharest, 107 Oltenitei street, block C1, et.1 cam.16, Sector 4, registered with the National Trade Register under no. J40/484/2006, with the following Fiscal Identification Code RO18288250 as **Provider**, and the **Subscriber** who purchases digital certificates through the CERTSIGN Registration Authority.

By accepting these Terms and Conditions (General Conditions) you agree to the conditions of supply and use of digital certificates issued by CERTSIGN S.A.

Purpose of the contract

Submitting a certificate application to a Registration Authority affiliated to CERTSIGN, for the issuance of a digital certificate implies the acceptance of the General Terms and Conditions regarding the provision of certification services, described as follows. The provision of certification services by CERTSIGN will be done in accordance with the Certification Policy (CP) and the CERTSIGN Certificate Practice Statement (CPS), which are considered essential parts of these conditions.

1. Definitions

1.1 **General Conditions** means the present document „GENERAL TERMS AND CONDITIONS regarding the provision of certification services”.

1.2 **Certification Services** represent the issuing, suspension, revoking, renewal, storage, and verification of certificate status, according to CERTSIGN CPS.

1.3 The **Subject** is the device, for which the digital certificate is issued;

1.4 The **Subscriber** refers to the natural person or legal entity that has an agreement for the provision of certification services with the Registration Authority.

1.5 **Certification Policy** – it is public, and it is available at the following address:
<https://www.certsign.ro/en/repository>.

1.6 **Certificate Practice Statement of CERTSIGN (CPS)** is the set of practices and procedures governing the provision and use of the certification services. The CPS is public and is available at the following address:
<https://www.certsign.ro/en/repository>.

1.7 **Subscriber Representative/Sponsor**: A natural person or human sponsor who is either the Applicant, employed by the Applicant, or an authorized agent who has express authority to represent the Applicant: (i) who signs and submits, or approves a certificate request on behalf of the Applicant, and/or (ii) who signs and submits a Subscriber Agreement on behalf of the Applicant, and/or (iii) who acknowledges the Terms of Use on behalf of the Applicant when the Applicant is an Affiliate of the CA or is the CA.

The other specialty terms shall have the meaning attributed in the CPS and the Baseline Requirements for the Issuance and Management of Publicly-Trusted Certificates available at <https://cabforum.org/baseline-requirements-documents/>.

2. Object

2.1 It sets up the general terms and conditions regarding the provision of certification services by CERTSIGN.

3. Duration

3.1 The General Conditions is enforced starting with the moment of signing/acceptance of the present General Conditions.

certSIGN S.A.

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Telephone: +40 311011870, Fax: +40 21 311 99 05, E-mail: office@certsign.ro
ISO 9001-26325/06/R, ISO 14001-EMS-3928/R, OHSAS 18001-OHS-957, ISO 27001-111/10: RINA SIMTEX-RENAR
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3.2 The General conditions shall be valid throughout the entire validity period of the purchased certificate.

4. Subscriber and Subscriber's representative obligations

- 4.1. To provide CERTSIGN and/or DRA with correct registration data;
 - 4.2. To agree with the public availability of the certificate in registries, in electronic format;
 - 4.3. To take the measures required for permitting the corresponding generation and safe storage of the private key, from a key pair (in order to prevent loss, compromising, modifying and unauthorized use of it);
 - 4.4. To use the digital certificate only for the purposes stated in the certificate and according to the applicability areas and the restrictions established through CPS;
 - 4.5. to review and verify the Certificate contents for accuracy
 - 4.6. To install the Certificate only on servers that are accessible at the subjectAltName(s) listed in the Certificate, and to use the Certificate solely in compliance with all applicable laws and only for the purposes stated in the certificate and according to the scopes and the restrictions established by the CPS; All intermediate authorities certificates must be installed in the servers where the server Certificate is installed
 - 4.7. To request the PROVIDER to revoke the certificate, and cease using it and its associated Private Key, if there is any actual or suspected misuse or compromise of the Subject's Private Key associated with the Public Key included in the Certificate;
 - 4.8. To request the PROVIDER to revoke the certificate as soon as the essential information, included in the certificate, is no longer in accordance with reality;
 - 4.9. To comply with the provisions of the CPS and of the Certification Policy.
 - 4.10. The Subscriber and the Subscriber's representative acknowledge and accept that CERTSIGN is entitled to revoke the certificate immediately if they or one of them were to violate the General Conditions or if CERTSIGN discovers that the Certificate is being used to enable criminal activities such as phishing attacks, fraud, or the distribution of malware.
 - 4.11. Acceptance of certificates. On receiving a certificate, the Subscriber/Subscriber's representative undertakes to verify the content, especially the correctness of the data and the complementarity of the public key to the private one, he holds. If the certificate shows irregularities, mistakes or any other inconsistency with the data presented for registration, the Subscriber/Subscriber representative shall notify immediately the Certification Authority, for the revocation of the certificate. The certificate is considered accepted by the Subscriber's Representative after 3 calendar days from the date the Supplier transmitted the certificate. The certificate may be rejected within the 3-day period mentioned above if the data within do not correspond to those provided. Acceptance of the certificate is a unilateral decision of the Subscriber's Representative/Subscriber.
- Any failure to observe the obligations by the Subscriber/Subscriber's representative shall be considered a breach of the General Conditions.

5. Obligations of the PROVIDER

- 5.1. To observe the terms for provision of certification services, stipulated in CPS and in the Certification Policy.
- 5.2. to issue the digital certificate no later than 5 (five) working days from the date of cumulative fulfilment of the following conditions:
 - The Subscriber/Subscriber's representative has signed/accepted, as applicable, these General Conditions,
 - CERTSIGN has received the application for the SSL Web Certificate (.csr) in electronic format, accompanied by the requested documents depending on the type of certificate applied for and
 - the validation of the domain and/or organization has taken place, as applicable, by the methods established/requested by Certsign according to the CPS
- 5.3. According to these General Conditions and the CPS and insofar as it is necessary or applicable, the SUPPLIER UNDERTAKES:
 - 5.3.1 to fulfil and comply with the procedures described in the CPS and to meet all other obligations undertaken in the CPS;
 - 5.3.2 to ensure the security of their own computer systems used for the provision of certification services, using practices recognized in the field and recommended by the applicable standards.

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5.3.3 the PROVIDER has the obligation to revoke any certificate, under the conditions provided in the CPS. The PROVIDER shall immediately inform the Subscriber of the certificate revocation, together with the reasons underlying the revocation decision. The PROVIDER will register in the certSIGN Repository the certificate revocation. The reasons which may lead to the revocation of the certificate shall be as follows:

- No reason provided or unspecified (RFC 5280 CRLReason # 0)
If the reason does not apply to the request for revocation, the subscriber MUST not provide a reason code other than "unspecified" and the reason for revocation (CRLReason) will not be published.
- KeyCompromise (RFC 5280 CRLReason # 1)
The subscriber MUST select "keyCompromise" as the reason for the revocation when he has reason to believe that the private key of his certificate has been compromised, e.g. an unauthorized person had access to the private key of his certificate.
- AffiliationChanged (RFC 5280 CRLReason # 3)
The subscriber should choose "affiliationChanged" as the reason for revoking when the name of the organization or other organizational information in the certificate has changed.
- Superseded (RFC 5280 CRLReason # 4)
The Subscriber should select "superseded" as the reason for revocation when applying for a new certificate to replace the expired one.
- CessationOfOperation (RFC 5280 CRLReason # 5)
The subscriber should select "cessationOfOperation" as the reason for revoking when he/she no longer owns all the domain names within the certificate or when he/she will no longer use the certificate because of website interruption.

6. Confidentiality. Processing of personal data.

6.1 "Confidential Information" is all data disclosed between the Parties or obtained by one Party from the other Party for the purpose of executing these General Conditions, which are not public. This Confidential Information includes, but is not limited to, data and information of any kind, whether such data and information have been transmitted orally, in writing, and/or by electronic means – and in the latter case, regardless of the nature of the environment or the medium.

6.2 The Parties are bound to use the Confidential Information only for the purpose of fulfilling the obligations undertaken under these General Conditions and to protect and keep this information as strictly confidential.

6.3 A third party may only have access to information that is publicly available in the certificates. The other data provided in the applications sent to CERTSIGN shall not be disclosed, under any circumstances, to a third party, voluntarily or intentionally (except as provided by law).

6.4. Disclosure of any information to individuals involved in the fulfilment of obligations shall be made on a confidential basis and shall extend only to the information necessary for the fulfilment of obligations.

6.5 CERTSIGN shall be exonerated from liability for disclosure of confidential information if one or more of the following conditions are met:

- the information was legally known and without disclosure prohibition before it was received from the Subscriber,
- the information was disclosed after the written consent of the Subscriber for such disclosure was obtained; CERTSIGN was legally bound to disclose the information.

6.6 CERTSIGN processes data as a personal data controller in accordance with the provisions of EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and with other Union or national provisions on data protection.

6.7 6.7. For the purpose of providing certification services, CERTSIGN processes personal data in accordance with the Information Note on the processing of personal data available at <https://www.certsign.ro/ro/nota-de-informare-gdpr-pentru-servicii-de-incredere/>.

6.8 In order to exercise the rights to his personal data, the data subject may address the CERTSIGN Personal Data Protection Department to the following contact details:

- address: Tudor Vladimirescu Bld., 29A, 5th District, Bucharest

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- email address: dpd@certsign.ro
- Fax: (+ 4021) 3119905.

6.9 The present confidentiality conditions shall be completed with the provisions of EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and other provisions of Union or national law on data protection.

7. Termination of applicability

7.1 These General Conditions shall cease to be applicable in the following situations: a) upon expiry of the certificate; b) upon revocation of the certificate; c) upon rejection of the certificate application; d) upon non-acceptance of the certificate by the Subscriber/Subscriber's Representative/Sponsor; e) within 30 days of receipt of a notification from the PROVIDER, regarding the breach of obligations by the Subscriber/Subscriber's Representative/Sponsor, if this breach, although possible, is not remedied within this timeframe.

Notwithstanding the foregoing, the confidentiality, protection of personal data clauses shall survive until the termination of the General Conditions and shall be enforced for the period determined by the applicable law or throughout the retention timeframe of information and data.

7.2 After the termination of the applicability of the General Conditions, for the causes stipulated in art. 7.1 b, d or e, CERTSIGN will revoke the certificate within 24 hours.

7.3 After the revocation, for any reason, of the Certificate, the Subscriber is no longer entitled to use it.

8. Liability

8.1 CERTSIGN's liability may be entailed under the conditions and within the limits stipulated in the applicable law and in these General Conditions.

8.2. CERTSIGN is not responsible for: i) damages caused by force majeure and/or fortuitous case. It is understood by force majeure that unpredictable and insurmountable event produced after the conclusion of the contract such as: fire, earthquake, any other natural calamity, as well as war. The relatively unpredictable and relatively invincible circumstance, having no extraordinary character, such as: strikes, legal restrictions, other such events, define the Act of God; ii) damages caused by the installation and use of applications or devices used to generate and manage cryptographic keys, encryption, which do not meet the conditions specified in the CPS, iii) damages caused by improper use of issued certificates ("improperly" means the use of a revoked or suspended certificate, or inconsistent with the declared purpose of the certificate), the storage of erroneous data in CERTSIGN databases and their inclusion in digital certificates issued if the Subscriber has declared that these data are correct, iv) the use by the Subscriber /Subscriber's Representative / Sponsor of false documents or statements. The Subscriber shall be solely liable for the damages suffered by the Provider and by third parties due to the inaccuracy and/or forgery of the information and documents communicated.

8.3 To the extent permitted by law, neither party may be liable to pay damages for indirect damages, unrealized benefit or profit, loss of business, customers or data.

8.4 In any situation in which CERTSIGN is held liable, the liability will be limited to the value of the services subject to these General Conditions provided for a period of 12 months.

9. Governing Law and Dispute settlement

9.1. The Romanian law shall be applicable for the interpretations and execution of this General Conditions.

9.2. Any litigation arising from the General conditions herein shall be settled by the competent courts in Romania.

10. Communications

Any communication between the parties regarding the fulfilment of this contract must be sent in writing either by e-mail to the address office@certsign.ro or by fax to the number 0213119905. Any written document must be recorded both at the time of transmission and at the time of receipt.

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