

CERTIFICATES ISSUED BY « CERTIGNA IDENTITY CA »**1. OBJECT**

The purpose of these conditions is to specify modalities of request and use of a « Certigna Identity CA » certificate, proposed to a future Subject and/or a Subject, as well as the respective commitments and obligations of the related parties. The terms and conditions arise from the Certification Policy identified by the 1.2.250.1.177.2.3.1 OID available at the address:

<http://politique.certigna.fr/PCcertignaidentityca.pdf>. Certificates covered by this Certificate Policy and these terms and conditions have the following OIDs:

- Certificates for company and administrative authority:
 - o Encipherment Level * : 1.2.250.1.177.2.3.1.1.1
 - o Authentication and signature Level * : 1.2.250.1.177.2.3.1.2.1
- Certificates for individual:
 - o Encipherment Level * : 1.2.250.1.177.2.3.1.3.1
 - o Authentication and signature Level * : 1.2.250.1.177.2.3.1.4.1

2. DEFINITIONS

- **CA:** « Certigna Identity CA » Certification Authority of the DHIMYOTIS company, issuing the CERTIFICATE;
- **ROOT CA:** Higher level Authority of the Certigna PKI which certifies the CAs;
- **ISSUING CA:** Authority whom the certificate has been signed by the ROOT CA. The CA is an ISSUING CA in the Certigna PKI;
- **RA:** Registration Authority of DHIMYOTIS company controlling certificate requests and eventually revocation requests;
- **DELEGATED REGISTRATION AUTHORITY (DRA):** Third party external to the PKI with which DHIMYOTIS has concluded a delegation contract by which it subcontracts part of the RA activity, namely, the collection and control of certificate requests, identification of certificate requesters and the submission of revocation requests;
- **CERTIFICATE:** Electronic certificate constituted of a file of electronic data signed, conforming to X.509 v3 standard, containing information on the SUBJECT;
- **CERTIFICATE REQUEST:** Set consisting of the request form (accepting the present General conditions of use) accompanied by the evidence documents, and the request generated by computer;
- **CERTIFICATION AGENT:** Person designated and placed under the responsibility of the Client entity. It is in direct contact with the RA and ensures for it a certain number of verifications concerning the identity, possibly the attributes of the SUBJECT and its entity.
- **CRYPTOGRAPHIC DEVICE:** USB key, smart card or cryptographic module;
- **CONTRACT:** Relations between the CA and the SUBJECT;
- **REISSUE:** Operation consisting in issuing a new CERTIFICATE in replacement of an existing one, with the same information but a different key pair (following the loss of the certificate or the password);
- **REVOCACTION:** Operation consisting in anticipating the end of validity of a CERTIFICATE initially foreseen and the date of which is recorded in the CERTIFICATE;
- **SUBJECT:** Natural person for who the CERTIFICATE REQUEST has been accepted and processed by CA, and who is responsible for the CERTIFICATE and for the private key corresponding;
- **USER:** Certificate user.
 - o For encipherment Certificate, it can be:
 - An online service that uses an encryption device to encrypt data or a message to the certificate subject;
 - A person who transmits an encrypted message for the certificate subject.
 - o For Authentication and signature certificate, it can be:
 - An online service that uses a certificate and an authentication verification device to validate an access request made by the certificate subject in the context of an access control or to authenticate the origin of a message or data transmitted by the subject of the certificate;
 - An online service that uses a signature verification device to verify the electronic signature on the data or a message of the subject of the certificate;
 - A user recipient of a message or data and who uses a certificate and an authentication verification device to authenticate the origin.
 - A user who electronically sign a document or a message;
 - A user recipient of a message or data and who uses a certificate and a signature verification device to verify the electronic signature by the subject of the certificate on this message or data.

3. COMPLIANCE

THE CERTIFICATE is issued in compliance with:

- the CP « *Certificats électroniques de Services Applicatifs* » for the encipherment or authentication and signature usages at level * of the « Référentiel Général de Sécurité » (RGS) developed by the National Agency for the information systems security (ANSSI);
- The eIDAS Regulation (EU) N°910/2014 at ETSI EN 319 411-1 LCP level;

4. DURATION

The CONTRACT is concluded for a period chosen by the future SUBJECT (maximum 3 years for individual and maximum 5 years for company and administrative authority) and starts the day of the CERTIFICATE issuance by the RA.

5. PRICE

Except with the prior written agreement of the CA, the pricing and payment conditions are as follows:

- The selling price of the CERTIFICATE is that defined in the price schedule available on request from the sales department of Certigna,
- The selling price of the CERTIFICATE must be paid at the CERTIFICATE REQUEST with one of the following means of payment:
 - o credit card on the site <https://certigna.fr>;
 - o bank transfer, attaching the receipt provided by the bank;
 - o check payable to DHIMYOTIS,
 - o cash for any amount not exceeding € 1000;
 - o administrative order, for public institutions only, by attaching a purchase order on behalf of the Institution.
- REGENERATION of a software CERTIFICATE is free of charge during the 3 months following the issuance of the CERTIFICATE by the CA;
- The following services are invoiced under the conditions set out above:
 - o UNBLOCKING of the CRYPTOGRAPHIC DEVICE in which the CERTIFICATE is eventually provided;
 - o RECOVERY of an encipherment CERTIFICATE.

Except with the prior written agreement of the CA, any CERTIFICATE whose sale price has not been paid in full may, either not be issued, or revoked after its issuance by the CA. In accordance to article L.441-6 of the French Commercial Code, in case of non-payment at the due date indicated on the invoice, without obligation to send a reminder, penalties will be applied for delay calculated on rate of 3 times the statutory interest rate in force on the due date of the invoice, and a lump sum indemnity of € 40 for collection charges.

6. OBLIGATIONS OF CERTIFICATE MANAGER

The SUBJECT has the following obligations:

- Request the CERTIFICATE by following all procedure steps provided on the website: <https://www.certigna.fr>.
- Provide accurate and up-to-date information during the request or renewal of the CERTIFICATE;
- Send to RA, if applicable to the DRA or to a Certification Agent of the entity, by hand or by post, the registration form generated at the time of the CERTIFICATE request online on the website: <https://www.certigna.fr>, the payment, as well as the evidence documents.
- Generate the key pair associated with the CERTIFICATE in a device or CRYPTOGRAPHIC DEVICE meeting the requirements of Chapter 11 of the Associated Certification Policy and at least “Elementary” qualified by ANSSI;
- Inform the RA in case of non-receipt of an e-mail confirming the CERTIFICATE REQUEST or REVOCATION request.
- Following receipt of an e-mail from the RA indicating the non-conformity of the request or that the request is incomplete, make the modifications within 7 calendar days after receipt of this e-mail.
- Download his certificate within 30 days of the validation of his request which is notified by e-mail to the SUBJECT. Beyond this period, the CERTIFICATE is automatically revoked by the RA;
- Accept explicitly the CERTIFICATE from its CERTIGNA customer area during the process of downloading the CERTIFICATE or by paper mail signed by the SUBJECT on the express request of the RA. In the event of explicit non-acceptance, the certificate is automatically revoked by the RA;
- Protect the private key associated with the CERTIFICATE for which he is responsible by means appropriate to its environment:
 - o If the private key is stored on hard disk, it must create, for its protection, a complex password (consisting of a combination of at least 8 characters among digits, lowercase and uppercase letters, and Special characters).
 - o If the private key is stored on CRYPTOGRAPHIC DEVICE, the SUBJECT must take all measures for the security of the latter. If this is the case, when the latter is initialized with a PIN whose value has been communicated to the future CARRIER, the latter must imperatively replace it with a personal PIN code which must not be communicated in any way to a third party. The SUBJECT undertakes to ensure the confidentiality of this PIN code, particularly when it is entered when it is required in a signature, authentication or encipherment process. In the case of use of a CRYPTOGRAPHIC DEVICE, the SUBJECT also undertakes to obtain from Dhimyotis or, where appropriate, from the manufacturer, the existence of a version of the CRYPTOGRAPHIC DEVICE driver compatible with The operating system of its workstation. It must also ensure compatibility before any updates to its operating system.
- Protect its activation data and, if necessary, implement it;
- Respect the conditions of use of the CERTIFICATE and of the associated private key mentioned in chapter 10 of this document;

- Inform the CA of any changes to the information contained in the CERTIFICATE;
- Immediately make a CERTIFICATE REVOCATION request for which it is responsible to the RA, the DRA to which the CERTIFICATE request has been made or, where appropriate, the Certification Agent of the entity, when one of the causes of revocation of Chapter 9 is encountered;
- Save the private key associated with the CERTIFICATE;
- Take all appropriate measures to ensure the security of the computer (s) on which the CERTIFICATE is installed. The SUBJECT is solely responsible for the installation of the CERTIFICATE;
- no longer use a CERTIFICATE and delete the associated key pair after the expiry or revocation of this CERTIFICATE;
- Inform RA of its departure from the entity;

7. OBLIGATIONS OF CA AND RA

The CA is under an obligation of means for all obligations relating to the management of the lifecycle of the CERTIFICATE it issues. The CA agrees to:

- Can demonstrate to the users of the CERTIFICATE that it has issued the CERTIFICATE for a given SUBJECT and that the corresponding SUBJECT has accepted the CERTIFICATE;
- Take all reasonable means to ensure that SUBJECT is aware of their rights and obligations with respect to the use and management of keys, certificates, and equipment and software used for PKI.
- Provide technical support service by phone during business hours;
- Provide an on-line consultation service at <https://www.certigna.fr> allowing third parties to verify the validity of the CERTIFICATE issued by the CA at any time (see chapter 12).
- Carry out any collection and use of personal data in strict compliance with the laws and regulations in force in France, in particular with respect to the CNIL and Article 226-13 (Ordinance 2000-916 Of 19 September 2000, article 3, Official Journal of 22 September 2000, in force on 1 January 2002) of the Penal Code.

The RA is committed to:

- Verify and validate CERTIFICATE and revocation requests;
- Generate and place at the disposal of the SUBJECT the CERTIFICATE within 30 days in case the CERTIFICATE request is compliant and complete.
- Revoke the certificate within 24 hours if the REVOCATION request is compliant and the requester is authenticated and authorized.

8. CERTIFICATE PUBLICATION

The SUBJECT CERTIFICATE is not published by the CA.

9. REVOCATION

The main causes of revocation are:

- The Subject information contained in its certificate is not in accordance with the identity or purpose in the certificate (eg, change in the identity), this before the normal expiry of certificate;
- The Subject did not comply with applicable Terms and Conditions of the certificate;
- The Subject, the entity, if any Certification Agent or DRA operator, has not fulfilled its obligations under this CP;
- The Subject, the legal representative of the entity to which it belongs, if any Certification Agent or DRA operator request the revocation of the certificate (especially in the case of destruction or alteration of the Subject's private key and / or its support);
- The legal representative of the entity to which it belongs notifies the CA that the original certificate request was not authorized and does not retroactively grant authorization;
- The Subject did not comply with applicable Terms and Conditions of the certificate or the CA obtains evidence that the certificate was misused;
- The CA is made aware that a subject has violated one or more of its material obligations under the Terms and Conditions;
- The service information contained in its certificate is not in accordance with the identity or purpose in the certificate, this before the normal expiry of certificate;
- The Subject, the entity, if any Certification Agent or DRA operator, has not fulfilled its obligations under the CP or the CPS;
- The CA determines that any of the information appearing in the Certificate is inaccurate or misleading;
- The CA ceases operations for any reason and has not made arrangements for another CA to provide revocation support for the Certificate;
- The CA's right to issue Certificates under these Requirements expires or is revoked or terminated, unless the CA has made arrangements to continue maintaining the CRL/OCSP Repository;
- The CA signing the certificates is revoked (which results in the revocation of all valid certificates signed by the corresponding private key);
- The technical content or format of the Certificate presents an unacceptable risk to Application Software Suppliers or Relying Parties.
- The die of the Subject or the cessation of activity of the entity attached to the Subject;
- An error (intentional or not) was detected in the registration files;

- The Subject's private key is suspected of being compromised, is compromised, lost or stolen (or possibly the activation data associated with the private key);
- For technical reasons (failure to send the certificate ...).

The revocation request can be made by:

- The SUBJECT;
- A legal representative of the SUBJECT entity, or if applicable a Certification Agent of that entity;
- The CA or the RA.

The revocation request may be made:

- By signed letter, accompanied by a photocopy of an official identity document of the requester;
- Online, on the site <https://www.certigna.fr> from the customer area of the SUBJECT or the Certification Agent if applicable.

10. CONDITIONS OF USE OF CERTIFICATE AND ASSOCIATED PRIVATE KEY

The encipherment CERTIFICATE is used for:

- o Decipherment: using its private key, a subject decrypts the data that were transmitted through electronic exchanges, enciphered with his public key;
 - o Encipherment: using the recipient's public key, several individual data.
- For Authentication and signature CERTIFICATE is used for:
- o Authentication of subjects on remote Subjects or to other people. It may be authentication in the framework of an access control to a Subject or an application, or authentication of data's origin as part of the electronic mail.
 - o Data electronic signature. Such electronic signature brings, besides the authenticity and integrity of signed data, the manifestation of consent of the signatory for the content of these data.

The CERTIFICATE is used for applications where security needs are moderate given the risks that threaten them. In case of non-respect of the uses, the SUBJECT or its entity could be held liable.

11. OBLIGATIONS OF USERS

USERS must :

- Respect the authorized uses of the CERTIFICATE and the associated private key. Otherwise, their liability could be incurred.
 - Verify, prior to its use, the status of the certificates of the whole of the corresponding certification chain via the means offered for the verification of the certificates cited below.
 - If the Certigna ROOT CA certificate is not installed on the USER's machine, the USER must download it from the website <https://www.certigna.fr> , precisely at the following addresses:
 - o <http://autorite.certigna.fr/ACcertignarootca.crt> ;
 - o <http://autorite.dhimyotis.com/ACcertignarootca.crt>.
- The CA certificate can be downloaded from the following addresses:
- o <http://autorite.certigna.fr/identca.crt> ;
 - o <http://autorite.dhimyotis.com/identca.crt>.

12. CERTIFICATE STATUS CHECKING MEANS

To verify the certification chain, the USER of a CERTIFICATE can download the authority certificates (ROOT CA and ISSUING CA) from the website: <https://www.certigna.fr>. The ROOT CA certificate can already be installed on the workstation of the USER according to the software configuration. To verify the REVOCATION status of a CERTIFICATE, the CA periodically publishes the CRL and offers an information service on the revocation status of the CERTIFICATES (OCSP server, for On-line Certificate Status Protocol). This list of revoked certificates and these services are accessible for applications using certificates at the addresses contained in the CERTIFICATES:

To access the CRL :

- <http://crl.certigna.fr/identca.crl>
- <http://crl.dhimyotis.com/identca.crl>

To access the OCSP server:

- <http://identca.ocsp.certigna.fr>
- <http://identca.ocsp.dhimyotis.com>

13. LIMIT OF LIABILITY

The CA cannot be held liable if the private key associated with the CERTIFICATE is compromised. The CA shall under no circumstances be held responsible for any damage caused using the CERTIFICATE. The CA cannot be implicated by delays or losses that the transmitted data enciphered or signed with the CERTIFICATE can be impacted. The CA cannot be held responsible for problems related to force majeure, within the meaning of the Civil Code. If a case of force majeure has a duration exceeding fifteen days, the SUBJECT will be authorized to terminate the CONTRACT and there will be no prejudice.

14. CONTRACT AND MODIFICATIONS

The CONTRACT cancels any previous commitment.

The SUBJECT agrees that during the term of the CONTRACT, the CA may modify the general conditions of use. However, the conditions accepted and signed by the SUBJECT remain valid throughout the duration of the CONTRACT unless the SUBJECT explicitly accepts the new conditions issued and published by the CA on the website <https://www.certigna.fr>. In this case, a letter must be sent to the CA together with the new general conditions of use marked "read and approved", the date and signature of the SUBJECT. In the event of renewal of the CONTRACT

(renewal of the CERTIFICATE at the end of its validity or after its revocation), the new CERTIFICATE is subject to the applicable general conditions of use.

15. TERMINATION

If one of the parties fails to fulfil one of the obligations arising from these general conditions, the other party may notify him of the performance of the said obligation. Failing that for the defaulting party to have executed within fifteen days of such notification, the other party may terminate the CONTRACT.

16. CONDITIONS OF REFUND

The CERTIFICATE cannot be cancelled when the CERTIFICATE request is being processed. Any CERTIFICATE issued cannot be the subject of a refund request.

17. PRIVACY POLICY

Electronic certificate application files containing personal data are archived for at least seven years and as long as necessary for the purposes of providing proof of certification in legal proceedings, in accordance with applicable law. The personal identity information can be used as authentication data in the event of a request for revocation or information.

In addition, DHIMYOTIS retains the personal data for a period of three years from the end of the commercial relationship with the customer and 3 years from the last contact with the prospect. The delay starts from the last connection to the customer account or the last sending of an email to customer service, or from a click on a hypertext link of an email sent by DHIMYOTIS, a positive response to an email requesting if the client wishes to continue to receive commercial prospecting at the end of the three-year period.

In order to monitor the quality of our services, calls made to our customer service are likely to be registered and kept for a period of 30 days.

In accordance with the law n ° 78-17 of January 6, 1978 relating to data, files and freedoms, modified and the European regulation "2016/679 / EU of April 27, 2016" relating to the protection of natural persons to the processing of personal data and the free movement of such data, you have the right to access, oppose, rectify, delete and portability of your personal data. You can exercise your right by sending an email to: privacy@certigna.com, or by mail to the following address:

DHIMYOTIS, Service du DPO,

20 Allée de Râperie, 59 650 Villeneuve d'Ascq, France

Your request must indicate your surname and first name, e-mail or postal address, be signed and accompanied by a valid proof of identity.

18. ASSIGNMENT OF THE CONTRACT

The SUBJECT cannot assign its rights to the CONTRACT.

19. DISPUTE RESOLUTION

The CONTRACT is subject to French law. Parties undertake to try to resolve amicably any dispute which may arise between them, either directly or through a mediator, within 2 months of receipt of the letter with acknowledgment of receipt of the dispute. Half of the costs of mediation shall be borne by each of the parties. If necessary, the case will be brought before the Commercial Court of Lille.

20. DHIMYOTIS CONTACT INFORMATION

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