

CERTIGNA TSA

General Conditions of Sale and Use - Version 1.2

1. OBJECT

The purpose of these General Conditions of Sale and Use (GCSU) is to specify the terms and conditions for the TIME-STAMP SERVICE provided by CERTIGNA and the respective commitments and obligations of the PARTS related hereto. These GCSU arise from a TIME-STAMP POLICY (TP) associated to the issued TIME-STAMPS. This TP is identified by a unique OID identifier 1.2.250.1.177.2.9.1 and is published online at the following address:

<http://politique.certigna.fr/PHcertignaTSA.pdf>

2. DEFINITIONS

The terms below, used throughout the present GCSU, and beginning with a capital letter have, unless otherwise stipulated, the following meaning whether they are indifferently used in the singular or the plural:

- **SUBSCRIBER** - Legal or natural person who need to timestamp data by the TIME-STAMP AUTHORITY and who has accepted the present GCSU;
- **CERTIFICATION AUTHORITY** - Certification Authority of the CERTIGNA company, issuing the CERTIFICATE of TSU;
- **TIMESTAMPING AUTHORITY (TSA)** - Authority responsible for the management of a timestamp service in compliance with Time-stamp Policy and relying on one or several TSU.
- **SEAL** - Digital Seal done by an application server with data to be used either as part of an authentication service data origin, either as part of a service non-repudiation.
- **CERTIFICATE**: Electronic CERTIFICATE constituted of a file of electronic data signed, conforming to X.509 v3 standard, containing information of the service of CERTIGNA Time-stamping SEAL ;
- **CONTRACT**: Relations between the CA and the SUBSCRIBER framed by these GCSU expressly accepted by the SUBSCRIBER during the subscription to the TIME-STAMPING SERVICE. Also included in the CONTRACT are all the documents to which these GCSU refer, in particular the Policy on the use of personal data available on horodatage.certigna.com.
- **TIME-STAMP** - Data in electronic form which binds other electronic data to a time establishing evidence that these data existed at that time.
- **COORDINATED UNIVERSAL TIME (UTC)** - Time scale based on the second as defined in Recommendation ITU-R TF.460-6.
- **PART(S)**: Individually the SUBSCRIBER or the CA, and collectively, the SUBSCRIBER and the CA.
- **CERTIFICATE REVOCATION LIST (CRL)** - List including serial numbers of certificates that have been revoked, and signed by the issuing CA.
- **TIME-STAMP POLICY (TP)** - Set of rules that indicates the applicability of a time-stamp to a particular community and/or class of application with common security requirements.
- **TIME-STAMPING SERVICE** - Trust service for issuing time-stamps.
- **TIME-STAMPING UNIT (TSU)** - Set of hardware and software which is managed as a unit and has a single time-stamp signing key active at a time.
- **UTC(k)** - Time scale realized by the laboratory "k" and kept in close agreement with UTC, with the goal to reach ± 100 ns.
- **TIME-STAMP USER** - Entity (person or application) which relies on a time-stamp issued under the time-stamp Policy.
- **END USER** - Subscriber or user of time-stamps.

3. AUTHORITY AND TSU CERTIFICATES

The "Certigna TSA" is a service of the CERTIGNA company localized in FRANCE. The TSU of the TSA use TIME-STAMPING SEAL certificates of the "Certigna Entity CA" CERTIFICATION AUTHORITY. These certificates have got a name with the following syntax « CERTIGNA - TSU <N° de la TSU> ».

4. COMPLIANCE

Time-stamps are issued targeting the compliance with the following requirements:

- eIDAS Regulation (EU) N°10/2014 for qualified time-stamping service ;
 - the « Time-stamp policy » of the « Référentiel Général de Sécurité » (RGS) developed by the National Agency for the information systems security (ANSSI);
 - Best Practices Policy for Time-Stamp (BTSP) described by ETSI EN 319 421 specifications and identified by the following OID: 0.4.0.2023.1.1.
- This compliance of the TIME-STAMPING SERVICE can be verified through the list published by the LSTI certification body on its website lsti.fr in the "Certification / PSCe" section.

5. ACCURACY AND LIMIT OF USE

The TSU ensures that its clock is synchronized with UTC within an accuracy of one second.

TIME-STAMPS can be verified at least 2 years after their generation. TIME-STAMPS issued are not kept and archived by the TSA.

6. DURATION

The CONTRACT is concluded for a period determined at the subscription to time-stamping service.

7. PRICE AND CONDITIONS OF REFUNDS

5.1. PRICE

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

- The selling price of a pack of TIME-STAMPS is that defined in the price schedule available on the website horodatage.certigna.com or on request from the sales department of CERTIGNA.
- The selling price of a pack of TIME-STAMPS must be paid with a bank transfer by attaching the receipt provided by the bank.

All prices are expressed without taxes and majored of VAT or other applicable tax at the rate in effect on the date of invoice. The SUBSCRIBER cannot under any circumstances compensate, reduce or modify prices or suspend payment in advance.

Except with the prior written agreement of the TSA, any pack of TIME-STAMPS whose sale price has not been paid in full may not be issued. In accordance to article L.441-10 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.

5.2. Refund conditions

The order of a pack of TIME-STAMP cannot be cancelled once the order has been made. Then, So, each TIME-STAMP issued cannot be the subject of a request for reimbursement due to implementation difficulties related in particular to the technical operating environment of the TIME-STAMPING SERVICE (E.g.: non-compliance of software or hardware use to request TIME-STAMPS to a TSU with the standards and norms in force). However, in the event that a TIME-STAMP does not correspond to the request, following an error exclusively attributable to the TSA, the TSA undertakes to provide a TIME-STAMP compliant, or if it is unable to do so, to proceed with the reimbursement amounts already paid under the CONTRACT.

8. OBLIGATIONS OF SUBSCRIBER

The SUBSCRIBER has the duty to issue a request using a hash algorithm supported by the TSA (SHA256, SHA384 or SHA512).

It is recommended that the SUBSCRIBER, at the time of obtaining a TIME-STAMP, verify that the CERTIFICATE of the TIME-STAMP unit is not revoked.

9. OBLIGATIONS OF USERS OF TIME-STAMPS

To trust a TIME-STAMP, the USERS must:

- Verify that the TIME-STAMP has been successfully signed, and that the certificate of the TSU is valid at the time of the TIME-STAMP generation.
- Consider the limitations on the use of the time-stamp indicated in the TP and these Terms and Conditions.

10. OBLIGATIONS OF THE TSA

The TSA performs all or part of these functions directly or by subcontracting them. In any case, the TSA retains the responsibility. The TSA undertakes to comply with the obligations described in this Time-stamp Policy and ensures that these requirements are met. It also undertakes that the components of the TSA, internal or external to the TSA, to which they are applicable also respect them. The TSA:

- ensures the compliance with the requirements and procedures prescribed in this policy, even when the time-stamp features are implemented by subcontractors.
- adheres to any additional obligations indicated in the time-stamp either directly or incorporated by reference.
- provides time-stamping services in accordance with this TP and the associated TPS.
- fulfils all its commitments as stipulated in the Terms and Conditions.

11. CERTIFICATE STATUS CHECKING MEANS

To verify the certification chain, the subscribers and users can download the authority certificates (root CA and intermediate CA) and UH certificates from the website: <https://www.certigna.fr>.

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 :	To access the OCSP server:
http://crl.certigna.fr/entityca.crl	http://entityca.ocsp.certigna.fr
http://crl.CERTIGNA.com/entityca.crl	http://entityca.ocsp.CERTIGNA.com

12. LIABILITY AND INSURANCE

3.1. Liability

The TSA is subject to a general obligation of means. The TSA cannot be held liable for the SUBSCRIBER for direct damage that may be attributed to it for the services entrusted to it under these GCSU.

The TSA's responsibility cannot be sought for any indirect loss, such as, in particular, loss of turnover, loss of profit, loss of orders, loss of data, loss of opportunity, disturbance to the image or any other special damage or events beyond its control or any fact not attributable to it.

The TSA is only responsible for the tasks specifically assigned to it under this CONTRACT.



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The TSA cannot be held responsible in any way for the use made by the SUBSCRIBER of the TIME-STAMPS, nor the contents of the documents and the data which are given to it by the SUBSCRIBER.

In any case, the responsibility of the CA cannot be sought in case of:

- Fault, negligence, omission or default of the CA, which would constitute the exclusive cause of the occurrence of the damage,
- Malfunction or unavailability of tangible or intangible property in the case where it has been provided by the SUBSCRIBER,
- Delay in providing the data to be processed due to the SUBSCRIBER;
- Loss of the qualification of a third-party provider that is beyond the control of CERTIGNA (Ex: the supplier of CRYPTOGRAPHIC SUPPORT used for TIME-STAMPING SEAL).

By express agreement between the PARTIES, the liability of the TSA is limited, all damages, to the sum of two (2) times the amount paid under the CONTRACT.

The TSA may not be held liable for any unauthorized or improper use of TIME-STAMPS issued by its time-stamping service.

The TSA shall under no circumstances be held liable for any damage caused using the TIME-STAMPS issued by the TSA.

The TSA cannot be implicated by delays or losses that the transmitted data on which a TIME-STAMP is requested by the application service.

The TSA cannot be held liable 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 SUBSCRIBER will be authorized to terminate the contract and there will be no prejudice.

The data transmitted in a TIME-STAMP request and the verification of their value in the associated response remain the responsibility of the SUBSCRIBERS.

13.2. Insurance

The TSA holds an insurance policy in the field of professional civil liability, guaranteeing direct material or immaterial consequential damages caused in the exercise of his professional activity.

13. CONTRACT AND MODIFICATIONS

The CONTRACT cancels any previous commitment.

The SUBSCRIBER agrees that during the term of the CONTRACT, the TSA may modify the general conditions of sale and use unilaterally and at any time. However, the conditions accepted and signed by the SUBSCRIBER remain valid throughout the duration of the CONTRACT unless the SUBSCRIBER explicitly accepts the new conditions issued and published by the TSA on the horodatage.certigna.com website. The new version of the CONTRACT will apply to any new order.

14. TERMINATION

In the event of a breach by one or other of the PARTIES to one of its obligations hereunder, the other PARTY shall be authorized thirty (30) days after formal notice sent by registered letter with acknowledgment of receipt, had no effect, to terminate these by operation of law by registered letter with acknowledgment of receipt without prejudice to any damages and interests to which it could claim due to the deficiencies invoked.

15. PRIVACY POLICY

CERTIGNA retains the personal data for a period of three (3) years from the end of the commercial relationship with the SUBSCRIBER and three (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 CERTIGNA, 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 thirty (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:

CERTIGNA, 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 copy of a valid proof of identity.

16. ASSIGNMENT OF THE CONTRACT

The SUBSCRIBER cannot assign its rights to the CONTRACT.

17. DISPUTE RESOLUTION

The validity of these GCSU and any other question or dispute relating to its interpretation, performance or termination shall be governed by French law.

The PARTIES undertake to devote their best efforts to the amicable resolution of all questions or disputes that may divide them, prior to the seizure of the jurisdiction hereinafter designated.

The PARTIES agree, in the event that an amicable agreement is impossible to stop, that the courts of Lille will have exclusive jurisdiction to hear any dispute resulting from the validity, interpretation, execution or termination of these, and more generally any litigation proceeding hereunder that could divide them, notwithstanding pluralities of defendants or warranty claim.

18. CERTIGNA CONTACT INFORMATION

CERTIGNA S.A.S
Zone de la plaine,
20 allée de la râperie 59650 Villeneuve d'Ascq
Tél : +33 806 115 115
Email : contact@certigna.com

19. LOSS OF QUALIFICATION/CERTIFICATION OF THE SUPPORT

The CRYPTOGRAPHIC DEVICE used if necessary, by CERTIGNA to store and use the private key and the CERTIFICATE of a TSU, benefits from one or more qualifications and / or certifications. In the event that one of these qualifications or certifications is no longer maintained or suspended for reasons such as the identification of a vulnerability or the stopping of the maintenance of the device, CERTIGNA will inform the SUBSCRIBER and revoke its CERTIFICATE, without condition of reimbursement on the TIME-STAMP issued with this CERTIFICATE.



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Services de confiance numérique