

# Sectigo eIDAS Service Portal Terms & Conditions

### **Copyright Notice**

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## 1 ACCEPTANCE OF TERMS

**1.1** These eIDAS Service Portal Terms and Conditions (“these Terms”) apply to each qualified certificate (“Certificate”) issued to a natural or legal person (“Customer”), as identified in the issued Certificate by Sectigo.

“Sectigo” means the following entity from which you ordered qualified certificates: Sectigo Ltd or any entity which directly or indirectly controls or is controlled by.

**1.2** In addition, when using the Service, you shall be subject to any posted guidelines, which may be posted from time to time (the “Additional Terms”) at <https://www.sectigo.com/legal>

All Additional Terms (including but not limited to our Privacy Policy) are hereby incorporated by reference into these Terms.

**1.3** If there is any inconsistency or contradiction between the Additional Terms and these Terms, then the Additional Terms shall take precedence.

## 2 DESCRIPTION OF SERVICE

**2.1** Sectigo provides users with access to a collection of functions and resources, including various tools for registration, ordering, accounting, invoicing, communication, and other administrative functions. This Service may also provide certain communications from Sectigo, such as service announcements and administrative messages. Unless explicitly stated otherwise, any new features or modifications to the current Service shall become part of the Service and subject to these Terms.

**2.2** Sectigo assumes no responsibility for the timeliness, deletion, misdelivery or failure of any functions. You are responsible for obtaining access to the Service, and you must provide and are responsible for all equipment necessary to access the Service.

**2.3.** After a Certificate has been issued, the Customer shall verify the correctness of the data contained in the Certificate(s). Unless Sectigo is otherwise notified by Customer within thirty (30) days of issuance of a Certificate(s), the Certificate will be deemed accepted by Customer.

## 3 YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to:

(a) provide true, accurate, current and complete information about yourself and if applicable your organization as prompted by the Service's registration form (the "Registration Data");

(b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Sectigo has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Sectigo has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof);

- (c) only use the key pair in accordance with these Terms;
- (d) prohibit the unauthorized use of Customer's private keys;
- (e) if you generate the keys:
  - (i) Generate the keys in accordance with the ETSI Guidelines;
  - (ii) Use the key length and algorithm as specified in the ETSI Guidelines
- (f) promptly notify Sectigo if any of the following occur during the validity period of any Certificate:
  - (i) the Customer's private key has been lost, stolen, or potentially compromised;
  - (ii) control over the Customer's private key has been lost due to a compromise of activation data, or for other reasons; and
  - (iii) there is any inaccuracy or changes to the Certificate content
- (g) immediately and permanently discontinue the use of any key, except for the key decipherment, in the event the Customer's private key is compromised;
- (h) ensure that the Customer's private key is no longer in use by Customer in the event Customer has been informed that its Certificate has been revoked or that Sectigo has been compromised; and
- (i) when the Customer's private key is generated within a secure cryptographic device, the use of the private key must be performed within such secure cryptographic device.

## 4 DATA RETENTION

Sectigo shall retain information provided by Customer for the issuance of a Certificate(s) for at least fifteen (15) years following the termination of the Agreement. Sectigo shall retain Customer's audit log data for at least two (2) years following the termination of the Agreement.

## 5 SECTIGO PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <https://www.sectigo.com/privacy-policy>. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to Sectigo.

## 6 ACCOUNT, PASSWORD AND SECURITY

You will receive an account number upon completing the registration process for the Service. You are responsible for setting up your own password and maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to

(a) immediately notify Sectigo of any unauthorized use of your password or account or any other breach of security, and

(b) ensure that you exit from your account at the end of each session. Sectigo will not be liable for any loss or damage arising from your failure to comply with this Section 5.

## 7 COMMUNICATION TOOLS

**7.1** If you are a reseller or channel partner of Sectigo, you understand that all information, content, data, text, and or other materials created by you (collectively, the "Communication Contents") are your sole responsibility. This means that you, and not Sectigo, are entirely responsible for all Communication Contents that you transmit or otherwise make available via the Service. Sectigo does not control the Communication Contents posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Communication Contents. Under no circumstances will Sectigo be liable in any way for any Communication Contents, including, but not limited to, any errors or omissions in any Communication Contents, or any loss or damage of any kind incurred as a result of the use of any Communication Contents transmitted or otherwise made available via the Service.

**7.2** You acknowledge that Sectigo will not review Communication Contents, but that Sectigo and its designees shall have the right (but not the obligation) in their sole discretion to review or remove any Communication Contents.

**7.3** You acknowledge, consent and agree that Sectigo may access, preserve and disclose your account information and Communication Contents if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to:

(a) comply with legal process;

(b) enforce the Terms;

(c) respond to claims that any Communication Contents violate the rights of third parties;

(d) respond to your requests for customer support; or

(e) protect the rights, property or safety of Sectigo.

## 8 PAYMENT TERMS

There are no fees or charges to create an account. However, when purchasing digital certificate(s) such purchase shall be subject to applicable payment terms.

## 9 INDEMNITY

You shall indemnify and hold Sectigo and its group companies, officers, agents, employees, partners and licensors harmless from any claim or demand, including

reasonable attorneys' fees, made by any third party due to or arising out of your use or inability to use of the Service and any Communication Contents you transmit or otherwise make available through the Service, your connection to the Service, your violation of these Terms, or your violation of any rights of a third party.

## 10 MODIFICATIONS TO THE SERVICE

Sectigo reserves the right at any time to modify or discontinue, temporarily or permanently, the Service without prior notice. You agree that Sectigo shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## 11 TERMINATION

You agree that Sectigo may immediately terminate your account and access to the Service at any time with or without cause. Cause for such termination shall include, but not be limited to,

- (a) breaches or violations of these Terms or Additional Terms,
- (b) requests by law enforcement or other government agencies,
- (c) a request by you (self-initiated account deletions),
- (d) unexpected technical or security issues or problems,
- (e) engagement by you in suspected fraudulent or illegal activities, and/or
- (f) nonpayment of any fees owed by you in connection with purchasing Sectigo's services/products.

## 12 SECTIGO'S PROPRIETARY RIGHTS

**12.1** You acknowledge and agree that the Service and any necessary software used in connection with the Service, including any enhancements, modifications and updates thereto (the "Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

**12.2** Sectigo grants you a non-transferable, non-exclusive, royalty-free license to use the Service and object code of the Software. You agree not to copy, modify, create derivative works from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Service or the Software, in whole or in part.

## 13 DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

**13.1** YOUR USE OF THE SERVICE AND SOFTWARE IS AT YOUR SOLE RISK. THE SERVICE AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SECTIGO

AND ITS GROUP COMPANIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**13.2** SECTIGO AND ITS GROUP COMPANIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT

(a) THE SERVICE OR SOFTWARE WILL MEET YOUR REQUIREMENTS;

(b) THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; AND

(c) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE OR SOFTWARE WILL MEET YOUR EXPECTATIONS.

**13.3** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SECTIGO OR THROUGH OR FROM THE SERVICE OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

## 14 LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SECTIGO AND ITS GROUP COMPANIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, AND INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SECTIGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

(a) THE USE OR THE INABILITY TO USE THE SERVICE OR SOFTWARE;

(b) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR

(c) ANY OTHER MATTER RELATING TO THE SERVICE OR SOFTWARE.

## 15 NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to this agreement.

## 16 RELYING PARTY

A Relying Party shall:

(a) verify the validity of the Certificate on the basis of Certificate validation services offered by Sectigo at the time of using the Certificate;

(b) shall follow the limitations stated within the Certificate and sure it meets the standards set forth in Sectigo Certificate Policy/Certification Practices Statement (“CP/CPS”). The “Certificate Policy/Certification Practices Statement” or “CP/CPS” means the latest version of the Sectigo document posted in the Repository that explains Sectigo’s policies and practices of how the applicable Certificate is created, issued, managed, revoked, and used;

(c) take all other necessary precautions.

A “Relying Party” means a third party, other than Customer, that relies on a valid Certificate and that meets the conditions found in the Relying Party Agreement. “Relying Party Agreement” refers to an agreement located in the Sectigo Repository that governs a Relying Party’s use of a valid Certificate. “Relying Party Warranty” refers to a warranty offered by Sectigo to a Relying Party under the terms and conditions found in the Sectigo Relying Party Agreement in connection with the Relying Party’s use of a valid Certificate.

## 17 NOTICE

Sectigo may provide you with notices, by email, regular mail or postings on the Service.

## 18 TRADEMARK INFORMATION

The Sectigo logo, trademarks and service marks and other Sectigo logos and product and service names are trademarks of Sectigo or its group company (the "Sectigo Marks"). You agree not to display or use in any manner the Sectigo Marks without Sectigo's prior written approval.

## 19 APPLICABLE AGREEMENTS

The relevant agreements, policies, and/or practice statements related to these Terms, are located on Sectigo’s website under <https://www.sectigo.com/legal>

## 20 MISCELLANEOUS

**20.1 Entire Agreement.** These Terms and any Additional Terms constitute the entire agreement between you and Sectigo with respect to your use of the Service, superseding any prior written or oral agreement or understanding with respect to the Service.

**20.2 Governing Law and Jurisdiction.** This Agreement shall be governed by, construed under and interpreted in accordance with the EU regulation 910/2014, aka eIDAS, without regard to its conflict of law provisions. Venue shall be in the courts of Barcelona, Spain.

**20.3 Waiver and Severability of Terms.** No waiver by Sectigo of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by Sectigo. The failure of Sectigo to exercise or enforce any right or provision hereunder shall not constitute a waiver of such right or provision. In the event that any of the terms,



conditions or provisions of these Terms are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect.