



## **Timestamping Services**

### Certipost e-Timestamping General Terms & Conditions

Version	1.1
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## Clause 1. Purpose

1.1. Certipost SA enables Time-Stamp Tokens (TST) to be obtained via its "Certipost e-Timestamping" service. A TST is the data element resulting from the association of data at a particular date and time that is obtained from a time source that is deemed to be reliable, the whole being signed electronically by Certipost e-Timestamping as a Timestamping Authority. The main use of timestamping is to timestamp data in order to be able to attest that it has been created before a given date and time.

1.2. In order to issue these TSTs, Certipost e-Timestamping uses a certificate of the Qualified Certificate variety that provides a high level of assurance with regard to the electronic identity of the "Certipost NV/SA KBO 0475396406" Timestamping Authority (hereinafter referred to as the TSA or Timestamping Authority), the holder of the certificate (hereinafter referred to as the "Certificate").

1.3. The Certificate is issued under a "Qualified or Normalised E-Trust Certificate" Certificate Policy (hereinafter referred to as "CP"), the Pair of Keys having been generated by Certipost e-Timestamping, according to the provisions of the Timestamping Policy (Certipost e-Timestamping Timestamping Authority Policy - O.I.D.: 0.3.2062.7.1.6.2.1), hereinafter referred to as the "TSP".

## Clause 2. TST Request

2.1. By completing and signing the Purchase Order, the Customer accepts these General Conditions, as well as the TSP and "Certification Practice Statement for Qualified or Normalised Certificates" (hereinafter referred to as the "CPS"), relating to the Qualified or Standardised E-Trust Certificates, such as these documents are available on-line from the Certipost e-Certificates' website (<http://www.e-trust.be/CPS/QNCerts>) and of which the Customer acknowledges having taken cognisance. These documents shall form, with the Purchase Order, the agreement between the Parties (hereinafter referred to as the "Agreement").

## Clause 3. Installation

The Customer alone shall be personally responsible for the installation of any software needed for the implementation of Protocol RFC 3161 before it can be used for making requests for TSTs to the Certipost e-Timestamping TSA.

## Clause 4. TST Application, Type and Validity Period

4.1. The maximum TST validity period is three years, which shall not be extendable. At the end of that period, if he, she or it so wishes, the Customer shall be able to ask for a new TST, in accordance with Point 2.3 of these General Conditions.

4.2. Each TST is issued according to the Certipost Timestamping services' Timestamping Policy (the TSP), identified by the unique number (OID) 0.3.2062.7.1.6.2.1. This TSP includes the contexts and applications in which the TST shall be used, its profile, the hashing algorithms used, the expected lifespan of the TST signature, any limitation of use and its validation rules, a specification of the time indicated within it, and the filing period of the logs relating to the Timestamping service.

## Clause 5. Customer Rights and Obligations (Private Individual or Organisation)

5.1. The Customer has noted and explicitly accepts these General Conditions, the CPS and the TSP in force. The CPS and the TSP are available at the following Internet address (<http://repository.tsa.certipost.eu>).

5.2. The Customer shall strictly comply with these General Conditions as well as with the CPS and the TSP.

5.3. The Customer accepts that Certipost e-Timestamping shall keep the TST for a 25-year period as from the date recorded therein, and that this information be transmitted to third parties under the same conditions as those included in the CPS in the event of a suspension of the Certipost's certification service's activities.

5.4. The Customer accepts the rights, obligations and responsibilities of Certipost. They are described in the CPS in force, in the Purchase Order, in these General Conditions and in the TSP.

5.5. The Customer obtaining a TST must check the electronic signature appended by the Certipost e-Timestamping TSA on that TST, as described in the TSP.

5.6. The Customer shall guarantee Certipost against any action, claim or complaint from any party or third party on account of damage or loss undergone following the use of a TST, or the confidence placed therein, whenever:

- The Customer has omitted to communicate correct data to Certipost, or
- The Customer has misled Certipost

## Clause 6. Third-Party Rights and Obligations

6.1. A third party who relies on a TST must check the electronic signature appended by the Certipost e-Timestamping TSA on that TST, as described in the TSP.

6.2. The third party must take account of all the limitations on the use of the TST as described therein, in the contractual documents and in the TSP.

6.3. The third party shall take every other precaution prescribed in the TSP or elsewhere in relation to the use of the TST.

## Clause 7. Certipost's Rights and Obligations

7.1. Certipost guarantees compliance with its rights and obligations as described in the TSP.

7.2. The guarantees mentioned in these clauses are the only guarantees offered by Certipost e-Timestamping in the context of the Agreement.

## Clause 8. Liability

8.1. Certipost's liability, as well as that of any Local Registration Authority, and the related limitations, are as listed in the TSP and in Clauses 2.2 and 2.3 of the CPS.

8.2. Without prejudice to Clause 8.1 above, Certipost cannot be held liable by a Customer or a third party:

- For the use of the TST by the Customer or by a third party; or for the consequences of that use, or
- For acts committed by the Customer or a third party on the basis of the TST, or their consequences.

## Clause 9. Contact Information

The Certipost Timestamping services can be contacted at the following address:

Certipost nv /sa  
CEPRAC e-Timestamping  
Ninovesteenweg, 196  
9320 Erembodegem  
Belgium

## Clause 10. Price and Invoicing

10.1 In theory, Certipost sends an invoice each time it receives and processes a Purchase Order and starts to issue a package of TSTs bought by the Customer. The invoice, created on the basis of the Purchase Order, is sent within two months of the PO being signed.

10.2 The issue price of the package of TSTs shall be the one in force at the time of the request, as included on the Purchase Order filled in and signed by the Customer and accepted by Certipost by giving access to the service.

10.3 Except in case of agreement by Certipost in writing, the invoice must be paid within thirty calendar days of the invoice date. The expiry of this term of payment shall automatically trigger formal notice for the Customer to pay without formal notice in writing being necessary. As of the expiry of the term of payment, interest on arrears shall be due. It shall be calculated on the basis of the legal rate plus 5%, with a minimum of 12% per annum.

## Clause 11. Protection of Privacy

11.1 At the time of the request for a TST, the Customer may be required to communicate personal data (in writing, orally, etc...).

11.2 The data that is communicated to Certipost by the Customer shall be recorded in Certipost's databases. The data shall be used by Certipost alone in order to provide its timestamping services. Further information may be obtained from the public register of the Protection of Privacy Commission, 115 Boulevard de Waterloo, 1000 Brussels.

11.3 If the Customer is a private individual, he or she shall be able, provided that he or she can prove his or her identity in accordance with the Act of 08 December 1992 on the protection of privacy in relation to the processing of personal data, to obtain free communication from Certipost of the personal data relating to him or her, and, if necessary, to correct any incorrect, incomplete or irrelevant data, and also to formulate objections to any further processing thereof and to oppose, free of charge and at any time, the personal data being used for direct marketing purposes, by means of a dated and signed request addressed to the Certipost Privacy Service (Legal Department). The Customer shall also be able, free of charge and at any time, to oppose the use of his or her data for direct canvassing purposes.

## Clause 12. Technical Problems and Complaints

In the event of technical problems relating to the TST or to the provision of the timestamping services, and in the event of complaints relating to the services provided in the context of this Agreement, the Customer shall be able to contact the Certipost helpdesk.

## Clause 13. Period and End

13.1 The Purchase Order accepted by Certipost, these General Conditions, the TSP and the CPS constitute the Agreement entered into between the Customer and Certipost.

In the event of contradiction, the order of priority shall be the following:

- The General Conditions prevail over the TSP and the CPS, and
- The TSP prevails over the CPS.

13.2 The Agreement shall come into force at the date of acceptance by Certipost of the Purchase Order filled in and signed by the Customer and shall end at the Certificate's expiry date.

### 13.3 Cancellation Modalities

In the event of default or of non-compliance with the Agreement by the Customer or by Certipost, the injured party shall give formal notice to the other party by registered letter. If the party receiving the formal notice fails to remedy the deficiency within fourteen calendar days of the post date of the registered letter, the injured party shall have the right to put an end to the Agreement, without prejudice to the possibility of claiming damages.

13.4 Any cancellation or expiry of the Agreement, for any reason whatsoever, shall occur without prejudice to the parties' mutual rights and obligations arising therefrom and intended to outlast the end thereof.

## Clause 14. General Provisions

14.1 Any notification between the Customer and Certipost shall be made to the valid addresses on the Purchase Order, except in the event of communication of a change of address by one of the parties by registered letter, fax or validly signed e-mail. The parties agree that notification shall also be able to take place by e-mail. Unless explicitly stipulated otherwise, the parties agree that any communication by a validly signed e-mail taking place between themselves shall have the same value as written and signed correspondence.

14.2 Information concerning communications, the Agreement and payments, recorded by Certipost on a durable support, shall have the same evidential weight as the originals unless the opposite is proved.

14.3 If a particular provision of the Agreement is declared null and void, said provision shall be deemed never to have been written and the other provisions of the Agreement shall continue to apply. The Customer and Certipost undertake to do their utmost to replace the provision declared null and void by a provision that is as close as possible to the economic purpose as the one declared null and void.

14.4 Non-assertion by Certipost or by the Customer of their rights shall in no way imply any renunciation of those rights.

14.5 The Agreement is the one and only enumeration of the obligations of Certipost and the Customer. It replaces and cancels all other obligations, agreements, negotiations and former proposals with the same purpose.

#### 14.6 Force Majeure

14.6.1 The parties cannot be held liable for delays or deficiencies in the performance of the Agreement when these are (i) the consequence of facts or circumstances beyond one of the parties' reasonable control, (ii) unforeseeable and (iii) inevitable.

14.6.2 If a party invokes such facts or circumstances, it shall do its utmost to avoid such cases of force majeure, as well as limiting their duration as far as possible, and shall immediately inform the other party thereof in writing. He, she or it shall also inform the other party of the end of those facts or circumstances.

#### 14.7 Assignment

14.7.1 Certipost shall be able at any time to assign all or part of its rights and obligations arising from the Agreement to one of its subsidiary or associated companies, in full discharge in that respect and without the Customer's consent.

14.7.2 The Customer shall be unable to assign all or part of his, her or its rights or obligations arising from the Agreement without Certipost's prior consent in writing.

#### 14.8 Amending the General Conditions

Certipost shall have the right to amend the provisions of these General Conditions. Certipost shall inform the Customer thereof in advance by a warning on its website or by e-mail. If the Customer does not accept the amendments, he, she or it shall have a period of fourteen calendar days, as from the date of the publication or the e-mail warning, for cancelling the Agreement. If the Customer does not cancel the Agreement, he, she or it shall be deemed to have accepted the amendments.

#### 14.9 Confidentiality

The parties undertake to refrain from disclosing any confidential data resulting from the discontinued performance of the Agreement, or its expiry, and shall use it only in the context of the Agreement. The parties regard as confidential any data having to do with the Customer, Certipost or the contents of the Agreement. Both parties shall continue to own the confidential data that is communicated to the other party. This obligation of confidentiality shall be valid throughout the entire Agreement, and for a three-year period following its expiry, for whatsoever reason.

### Clause 15. Settlement of Disputes

15.1 Certipost and the Customer shall undertake to do their utmost to find an out-of-court settlement to any dispute relating to the validity, the interpretation or the performance of the Agreement. In the absence of an out-of-court settlement, any dispute relating to the Agreement shall be of the exclusive jurisdiction of the courts and tribunals having the City of Brussels within their catchment area.

15.2 The Agreement is subject to Belgian law.