

## **Certipost E-Trust<sup>1</sup>**

### **General Terms and Conditions**

### **for an E-Trust Normalised SSL Web Server Certificate**

Version 4.1

December 2003

#### **Article 1 - Purpose**

1.1. Certipost sa/nv (Certipost E-Trust) (hereinafter referred to as "E-Trust")<sup>1</sup> makes it possible to check the electronic identity of a SSL Web Server (hereinafter referred to as "the Web Server"), using an asymmetric cryptographic technique.

1.2. To this end, E-Trust issues a Normalised SSL Web Server Certificate (hereinafter referred to as the "Certificate") that provides a very high degree of assurance of the electronic identity of the Web Server. For a certificate to be issued, the Requestor must present himself in person during the registration process. He must produce evidence that he duly represents the Organisation that owns the server. Further in this document, the terms "Customer" shall refer to the Organisation and its representatives, including the Requestor. The Certificate provides a high degree of assurance that the Web Server is under control of its Owner.

1.3. The Certificate is issued under a Certificate Policy for a **Normalised E-Trust SSL Web Server Certificate**, with the reference number 0.3.2062.9.6.1.4.4.1, (hereinafter referred to as "CP") that contains and identifies the E-Trust Certificate policy for Web Server Certificates.

These Certificates are compatible with and meet the requirements laid down in the ETSI technical standard (TS) 102 042.

Certificates issued under this CP include the CP identifier mentioned before. This can be used by third parties to determine the applicability and trustworthiness of a Certificate for a particular application.

1.4. The Certificate provides no guarantee that:

- Data signed using the Private Key are free from vices, such as viruses, bugs, Trojan horses or logic bombs. The Customer has full liability for any such occurrence.
- Use of data signed using the Private Key will not result, inter alia, in data loss or in damage to, for example, a software package or the operating systems of third-party users. The Customer has full liability for any such incidents.
- Data signed using the Private Key will not be intercepted by third parties.

<sup>1</sup> At the creation of Certipost, the entire Belgacom E-Trust activity has been transferred to Certipost. Certipost acts as Certificate Service Provider having entirely taken the Belgacom E-Trust activities over; Certipost has thus endorsed all Belgacom E-Trust duties and responsibilities in that matter.

## Article 2 – Application for a Certificate

2.1 Where the myCertipost certificate issuing procedure is followed :

2.1.1 To obtain a certificate, the Customer shall – in his/her personal myCertipost secure environment, accessible using the relevant codes - send his electronic certificate request. Together with this electronic request, the Customer shall send via fax or postal mail the duly filled-in and signed purchase order, together with a proof that the URL's to be certified are owned by the requester of the certificate.

2.1.2 By filling in and signing the order form, the Customer accepts these General Terms and Conditions, the CP and the Certification Practice Statement for Qualified or Normalised Certificates, as available on-line at the following Internet address : <http://www.e-trust.be/CPS/QNCerts>. The Customer likewise acknowledges having cognizance of these documents, which together with the Order Form, are an integral part of the agreement between the parties (hereinafter referred to as the "Agreement").

2.2 In all other cases :

2.2.1 To obtain a SSL Web Server Certificate the Customer of the web server must fill in an Order Form for the SSL Web Server.

The Order Form is available on-line at the following Internet address: <http://www.e-trust.be/CPS/QNCerts>.

2.2.2 By filling in and signing the Order Form, the Customer accepts these General Terms and Conditions, the CP and the CPS, as available on-line at the following Internet address: <http://www.e-trust.be/CPS/QNCerts>. The Customer likewise acknowledges having cognizance of these documents, which, together with the Order Form, are an integral part of the Agreement between the parties.

2.2.3 Any Customer wishing to renew a Certificate or to change any of the data thereon must immediately notify E-Trust, which will take suitable measures. The Agreement terminates ipso jure, without entitlement to damages and interest, on the day on which the Certificate expires. The Customer may then apply for a new Certificate, by filling in an Order Form and following the procedures described in Section G of the CP, pursuant to Article 6.2 of these General Terms and Conditions.

## Article 3 – Issuing of a Certificate

3.1. Acceptance of the application (Order Form) by E-Trust shall be subject to verification:

- of the data on the Certificate Request;
- whether the Customer is in possession of the private key making up the key pair for which the public key is indicated in the electronic certificate application. The Key Pair comprises the Private Key and the Public Key.

3.2. Certificates will be issued during the face-to-face registration procedure or after reception of the electronic certificate request via a secured message in the personal and secured myCertipost environment.

3.3. The period of time cited for a Certificate to be issued is purely indicative and does give rise to entitlement to compensation. Should E-Trust fail to meet this deadline, it will inform the Customer thereof and set a new deadline, with which it will make every endeavor to comply.

## Article 4 - Installation

The Customer shall have personal and sole liability for installation of the Certificate.

## Article 5 – Application and term of validity of the Certificate

5.1. The Certificate is valid for a maximum term of three years and is not renewable. On expiry, the Customer may apply for a new Certificate, in accordance with Article 2.3 of these General Terms and Conditions.

## Article 6 – The Customer's rights and obligations

6.1. The Customer hereby acknowledges having cognizance of and explicitly accepting the CPS and CP for E-Trust SSL Web Server Certificates, for which the object identification number (OIDs) is, respectively, **0.3.2062.7.1.0.1 (root OID for Certipost E-Trust CPS) and 0.3.2062.9.6.1.4.4.1** The CPS and CP are available on the following website: <http://www.e-trust.be/CPS/QNcerts>.

6.2. The Customer must comply rigorously with these General Terms and Conditions and with the CPS and CP.

6.3. The Customer must submit to E-Trust information which is precise, accurate and complete and corresponds to the Certificate type and the CP(s) referred to in Section B of the CP, and in particular with the corresponding registration procedures. The Customer is responsible for the accuracy of the data provided to E-Trust.

6.4. In using the Key Pair, the Customer must comply with any limits indicated in the Certificate or any contractual agreement. In particular, the Customer must only use his/her Key Pair, that corresponds to the Public Key certified by a SSL Web Server Certificate, for the authentication of a SSL Web Server.

6.5. Responsibility for Key Pair generation lies with the Customer. This Key Pair generation must be undertaken in accordance with the CP.

6.6. The Customer shall have personal and sole liability for the confidentiality, integrity and use of the Private Key. This means, inter alia, that the Customer must:

- use reliable systems to protect the Private Key at all times;
- take the necessary measures to prevent the loss, disclosure, alteration or unauthorized use of the Private Key.

6.7. The Customer must ask E-Trust to suspend or revoke the Certificate as required pursuant to the CPS then in effect (Section 4.4), and in particular if:

- the Customer's Private Key is lost, stolen or potentially compromised; or,
- the Customer no longer has control of the Private Key because the activation data (e.g., PIN code) has been compromised or for any other reason; and/or,
- the certified data have become inaccurate or have changed.

The Customer's Certificate shall then be revoked immediately. The procedures for suspension and revocation are described in the appendix to these General Terms and Conditions and in Section J of the CP.

6.8. The Customer hereby explicitly authorizes E-Trust to publish the Certificate, once it has been issued, in the E-Trust Public Directory. He/she likewise accepts that any third party can freely consult this Directory and obtain a copy of the Certificate.

6.9. The Customer may, at any time, ask E-Trust to suspend or revoke the Certificate, or to

reinstate a Certificate which has previously been suspended. It is not possible to reverse the revocation of a Certificate. E-Trust makes the following available to the Customer: (1) a Suspension Form, (2) a Reinstatement Form following Suspension, or (3) a Certificate Revocation Form. These are appended to these General Terms and Conditions.

6.10. The Certificate holder must inform E-Trust of any changes in information that is not indicated on the Certificate but sent to E-Trust during the registration process. E-Trust must then rectify the information it holds.

6.11. The Certificate is deemed to have been accepted by the Customer on the eighth day after its publication in the E-Trust Public Register of Certificates or when it is first used by the Customer, whichever occurs first. During this intervening period, the Customer is responsible for verifying the accuracy of the published Certificate's content. The Customer must notify E-Trust without delay of any inconsistency he/she notes between the information in the Agreement and the content of the Certificate. E-Trust must then revoke the Certificate and take the necessary measures to re-issue it. This is the sole recourse available to the Customer in the event that the Certificate is not accepted.

6.12. The Customer hereby agrees to the retention by E-Trust and the LRA, for a period of 30 years after expiry of the last certificate pursuant to this registration, of all information used for: (i) the purposes of registration; (ii) provision of any SSCD; (iii) suspension or revocation of the Certificate. In the event that E-Trust ceases its activities, the Customer shall permit this information to be transmitted to third parties under the same terms and conditions as those laid down in this document.

6.13. The Customer hereby acknowledges the rights, obligations and responsibilities of E-Trust, as set out in the CPS in effect, the Order Form, these General Terms and Conditions and the CP.

#### **Article 6a - Rights and obligations of the organization to which the Customer belongs (if an employee)**

6a.1 The organization hereby acknowledges having cognizance of the CPS and expressly accepts the provisions thereof.

6a.2 The organization also acknowledges having cognizance of the CP and expressly accepts the provisions thereof.

6a.3 The organization undertakes to comply rigorously with the CPS and CP.

6a.4 The organization must ask E-Trust to suspend or revoke the Customer's Certificate under the circumstances described in the CPS. In particular, the organization must apply to E-Trust, without delay, for the revocation of the Customer's Certificate should there be any change to the information contained in the Certificate. The suspension and revocation procedures are described in the CPS.

6a.5 The organization must abide by the Customer responsibilities set out in this Agreement.

6a.6 The organization is responsible for the accuracy of the data sent to E-Trust for the purposes of Customer registration.

6a.7 The Certificate shall be deemed to have been accepted by the organization on the eighth day after its publication in the E-Trust Public Register of Certificates or when it is first

used by the Customer, whichever occurs first. During the intervening period, the organization is responsible for verifying the accuracy of the content of the Certificate published. The organization must notify E-Trust without delay of any inconsistency it notes between the information contained in the Agreement and the content of the Certificate. E-Trust must then revoke the Certificate and take the necessary measures to re-issue it. This is the sole recourse available to the organization in the event that the Certificate is not accepted.

## **Article 7 – Rights and obligations of the Local Registration Authorities (LRAs)**

7.1. The obligations of the LRAs are set out in Section D.3 of the CP.

## **Article 8 – Third-party rights and obligations**

8.1. Third parties who base themselves on the Certificates issued in accordance with the CP must:

- verify the validity of the Certificate by checking the following against the E-Trust Certificate Revocation Lists (CRLs) (see [www.e-trust.be/en/X500](http://www.e-trust.be/en/X500)): the content and signature of the E-Trust certification services provider on the Certificate and any affiliate certification chain; and any suspension or revocation of the Certificate itself, the Certificate of the E-Trust certification services provider which issued the Certificate or the Certificate of any affiliate certification chain;
- take into account all restrictions on use of the Certificate specified in the Certificate itself, the contractual documents and the CP;
- take all the other precautions with regard to use of the Certificate set out in the CP or elsewhere.

## **Article 9 – Rights and obligations of E-Trust**

9.1. E-Trust may suspend or revoke the SSL Web Server Certificate or reinstate it following suspension under the circumstances described in the CPS, the CP and these General Terms and Conditions, subject to compliance with the terms, conditions and procedures specified in the CPS.

The LRAs, including those that have processed the Customer's application, have the authority, and are indeed required, to demand the suspension or revocation of the Certificate in the cases set out above.

9.2. On issue, the Certificate is published by E-Trust in its Public Register of Certificates.

9.3. If the Certificate is suspended or revoked, it must be listed (under its serial number) in the E-Trust CRL, together with the grounds therefore. If the Certificate is reinstated after suspension, all mention of the Certificate must be removed from the CRL. The CRL may be consulted online at the following website electronic address: <http://www.e-trust.be/en/X500>. E-Trust shall change the CRL to reflect any change to the status of a Certificate (i.e., suspension, revocation or reinstatement).

9.4. E-Trust will make every endeavor and take the necessary measures to ensure that the Public Register of E-Trust Certificates and the CRL can be consulted by any person at any time.

9.5. E-Trust must inform the Customer of the forthcoming expiry of the Certificate at least one month before it lapses. This notification must be issued, by default, by e-mail and must

indicate, at the very least, the date on which the Certificate will cease to be valid.

## **Article 10 - Guarantees**

### **10.1. E-Trust**

10.1.1. E-Trust shall solely guarantee:

- the accuracy of the data given in the Certificate on the date it is issued;
- rigorous compliance, at the time the Certificate is issued, with the relevant procedures specified in the CPS and CP.

10.1.2. The only guarantees offered by E-Trust pursuant to this Agreement are those set out in these articles.

### **10.2. The Customer**

10.2.1. The Customer must guarantee the accuracy of all data that he/she communicates in the Order Form.

10.2.2. The Customer must guarantee that at the time he/she completes the Order Form there is no outstanding Certificate whatsoever for his/her Public Key (whether issued by E-Trust or another certification authority) nor is there any other application for a Certificate (filed with E-Trust or another certification authority) in this regard.

10.2.3. In filling in the Order Form and subject to acceptance of the application, the Customer must guarantee that, for the term of the Agreement, no further application is made (to E-Trust or another certification authority) for a Certificate for the Public Key.

10.2.4. The Customer shall hold E-Trust and any LRA harmless in the event of any proceedings, claim or complaint, by one of the parties hereto or by any third party whatsoever, alleging damage or loss as a result of the use of, or confidence placed in, a Certificate, in the event that the Customer:

- does not provide E-Trust with accurate data;
- misleads E-Trust;
- does not protect his/her Private Key in a trustworthy manner (in accordance with the state-of-the-art techniques and using reliable key protection systems).

## **Article 11 - Liability**

11.1. The liability of E-Trust and any LRA, as well as the limits thereto, are set out in Articles 2.2 and 2.3 of the CPS.

11.2. Without prejudice to Article 9.1 above, neither E-Trust nor any LRA is liable vis-à-vis a Customer or third party for:

- the use made of the Certificate by the Customer or a third party or the consequences thereof;
- acts performed by the Customer or a third party on the basis of the Certificate and the consequences thereof.

## **Article 12 - Verification of the Certificate content**

12.1. The Certificate shall be deemed to have been accepted by the Customer on the eighth



day after its publication in the E-Trust Public Register of Certificates or when it is first used by the Customer, whichever occurs first. In the intervening period, the Customer is responsible for verifying the accuracy of the content of the Certificate published. The Customer must notify E-Trust without delay of any inconsistency he/she notes between the information in the Agreement and the content of the Certificate. E-Trust must then revoke the Certificate and take the necessary measures to re-issue a Certificate. This is the sole recourse available to the Customer if the Certificate is not accepted.

### **Article 13 - Rates and billing**

13.1 In principle, E-Trust will issue a bill each time it receives and processes an Order Form and issues a Certificate, except where the latter is issued free of charge. The bill, drawn up on the basis of the Order Form, is sent to the Customer within two months of the Certificate being issued.

13.2 The charge for the issuing of a Certificate is that in effect when the Certificate is applied for, as indicated on the Order Form filled in and signed by the Customer and accepted by E-Trust.

13.3 Unless otherwise specified in writing by E-Trust, the bill must be paid within thirty calendar days of the billing date. The due date for payment constitutes notice served on the Customer, without the need for written confirmation thereof. Interest on arrears shall be due thereafter. This shall be calculated on the basis of the legal rate plus 5%, the minimum being 12% per annum.

13.4 E-Trust may change the charge for issuing a Certificate during the period of validity of the Certificate. Should the charge be reduced during that period, E-Trust must immediately apply the new rate to any bill to be issued. Should the charge increase, the previous charge must continue to be applied for the term of the Agreement.

### **Article 14 – Protection of privacy**

14.1 In applying for a Certificate, personal data is communicated (in writing, orally, etc.) by the Customer.

14.2 Data communicated to E-Trust and the LRA by the Customer is entered into the databases held by Certipost (Centre Monnaie, B-1000 Brussels) and by the LRA. This data must be used by E-Trust solely for the purposes of providing E-Trust certification services (notably for issuing and managing Certificates). Additional information may be obtained from the public registry of the Commission for the Protection of Privacy (*Commission de la Protection de la Vie Privée*), Bd. de Waterloo 115, B-1000 Brussels.

14.3 Personal data communicated by the Customer to E-Trust will be incorporated into files held by Certipost S.A., Centre Monnaie, B-1000 Brussels, and, as appropriate, in files held by the LRA. This data shall only be used for the purposes of providing Certipost services. This personal data may be inspected and rectified by the Customer..

### **Article 15 - Technical problems and complaints**

In the event of technical problems with regard to the Certificate or complaints about the services provided under this Agreement, the Customer may contact the E-Trust Helpdesk (Tel: 070 22 55 33; Fax: 070 22 55 01; E-mail: or [feedback.nl@contact.certipost.be](mailto:feedback.nl@contact.certipost.be) ).

## Article 16 – Duration and termination

16.1 The Agreement concluded between the Customer and E-Trust comprises the Order Form accepted by E-Trust, these General Terms and Conditions, the CP and the CPS.

In the event of any conflict, the order of precedence shall be as follows:

- The General Terms and Conditions have priority over the CP and CPS; and,
- the CP has priority over the CPS.

16.2 The Agreement shall enter into effect on the day on which the Order Form completed and signed by the Customer is accepted by E-Trust.

16.3 The Agreement shall terminate ipso jure if the Certificate is revoked or expires, regardless of the grounds therefor.

### 16.4 Terms and conditions of termination

In the event of a breach of, or failure to comply with, the Agreement by the Customer or by E-Trust, the party not at fault shall serve notice on the other party by registered letter. If that other party fails to remedy the situation within 14 calendar days of the date on which the registered letter is sent, the party not at fault may terminate the Agreement, without prejudice to any claim for damages and interest.

### 16.5 Status of the parties at the end of the Agreement

16.5.1 When the Agreement comes to an end, irrespective of the grounds therefore, the Customer must immediately cease all use whatsoever of the Certificate.

16.5.2 If, on termination of the Agreement on any grounds whatsoever, the term of validity of the Certificate has not yet lapsed, E-Trust must revoke the Certificate forthwith, without prior notice or compensation.

16.5.3 The expiry or termination of the Agreement, irrespective of the grounds therefore, shall not prejudice any mutual rights and obligations of the parties thereto that are intended to extend beyond the term of the Agreement.

## Article 17 – General provisions

17.1 To be valid, any communications between the Customer and E-Trust must be sent to the addresses cited on the Order Form, with the exception of any notification of a change of address by either party communicated by registered letter, fax or e-mail with an electronic signature. It is hereby agreed between the parties that communication may also be undertaken by e-mail. Unless explicitly indicated otherwise, the parties accept that all validly signed e-mail communications between them have the same legal status as written and signed correspondence.

17.2 Subject to proof to the contrary, information relating to any communications, the Agreement and payment records held by E-Trust or the LRA on a lasting medium have probative force equivalent to that of original documents.

17.3 In the event that one of the provisions of the Agreement is declared null and void or unenforceable, it shall be deemed not to have been written and all other clauses shall continue to have effect. The Customer and E-Trust must make every effort to replace any



provision declared null and void or unenforceable by a provision, the commercial intent of which is as close as possible to that which is void or unenforceable.

17.4 Any failure by E-Trust or the Customer to exercise a right shall not, under any circumstances, be construed as abandonment thereof.

17.5 The obligations of E-Trust and the Customer shall be limited solely to those set out in the Agreement. This Agreement replaces and renders null and void all previous obligations, agreements, negotiations and proposals on this matter.

#### 17.6 Force majeure

17.6.1 Neither party shall be liable for any delay or failure to perform the Agreement that is attributable to facts or circumstances which (i) can reasonably be deemed to be beyond the control of one of the parties; (ii) are unforeseen and (iii) are unavoidable.

17.6.2 Any party invoking such facts or circumstances must make every endeavor to prevent force majeure occurring and limit the duration thereof. It must immediately notify the other party in writing should it occur and also inform the other party when these facts or circumstances come to an end.

#### 17.2 The transfer of rights and obligations

17.7.1 Certipost may, at any time, transfer, and thereby discharge, in full or in part, its rights and obligations under this Agreement to a subsidiary or allied company, without the Customer's consent.

17.7.2 Any transfer, in full or in part, by the Customer of its rights and obligations under the Agreement shall be subject to the prior written consent of E-Trust.

#### 17.8 Changes to the General Terms and Conditions

E-Trust reserves the right to change the provisions of these General Terms and Conditions. E-Trust must inform the Customer thereof in advance through an announcement published on its webpage (<http://www.e-trust.be/CPS/EN/Certs>) or sent by e-mail. If the Customer rejects the changes, he/she shall have 14 calendar days, from the date on which the e-mail announcement is sent, in which to terminate the Agreement. If the Customer does not terminate the Agreement, he/she shall be deemed to have accepted the changes.

#### 17.9 Confidentiality

The parties must not disclose confidential data arising with respect to the conclusion, performance or expiry of the Agreement and must use any such data solely for the purposes of performance of the Agreement. All data relating to the Customer, E-Trust and the content of the Agreement shall be deemed by both parties to be confidential information. All confidential data disclosed by the parties belongs to and remains the property of the disclosing party. This duty of confidentiality shall continue to apply throughout the term of the Agreement and for three years thereafter, irrespective of the grounds for termination.

### Article 18 – Dispute settlement

18.1 In the event of conflicts with respect to the validity, interpretation or performance of the Agreement, E-Trust and the Customer must make every endeavor to achieve an amicable settlement. If an amicable settlement cannot be reached, the courts of the City of Brussels

shall have sole jurisdiction for any dispute relating to this Agreement.

Notwithstanding this last provision, any claim relating to the suspension or revocation of the Certificate, or citing any such suspension or revocation, which contests grounds which are covered by the duty of professional secrecy on the part of an LRA shall be subject to arbitration under the rules of the CEPANI (Belgian Center for the Study and Practice of National and International Arbitration/*Centre belge pour l'étude et la pratique de l'arbitrage national et international*), it being hereby expressly agreed that the LRA concerned shall act in the name of and on behalf of E-Trust in any such arbitration proceedings.

18.2 This Agreement is governed by Belgian law.

**OUTDATED**

VALIDITY: 19/12/2003-09/03/2004

**Application form for the suspension/reinstatement following the suspension/revocation of a E-Trust SSL Web Server Certificate**

Last name of applicant: \_\_\_\_\_ First name of the applicant: \_\_\_\_\_

Company \_\_\_\_\_

Street name and house number: \_\_\_\_\_

Postal Code \_\_\_\_\_ City \_\_\_\_\_ VAT number \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

hereby applies for ☐ Suspension ☐ Reinstatement following suspension ☐ Revocation

on the following ground(s) (insofar as these are not covered by professional secrecy): \_\_\_\_\_

of the certificate issued to name(s) of the holder: \_\_\_\_\_ Last name of the holder: \_\_\_\_\_ First \_\_\_\_\_

Organization: \_\_\_\_\_

Certificate serial number: \_\_\_\_\_

Contract number: \_\_\_\_\_

Suspension/revocation password: \_\_\_\_\_

The person applying heretofore is: ☐ The holder of the Certificate  
☐ A legal representative of the organization  
☐ The duly appointed proxy of the organization's legal representative.  
☐ Other (please specify): \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

|              |                           |            |
|--------------|---------------------------|------------|
| LRA approval | Last name and first name: | Signature: |
| .            | Date:                     |            |

**For a suspension:**

Telephone **078 15 24 70** to communicate the information required in the suspension/reinstatement/revocation form appended to the CP or fill in and return this form by fax to **02 203 92 25** or by post to E-Trust Certification Services, Centre Monnaie, B-1000 Brussels.

**For revocation or reinstatement following suspension:** 1. Telephone **078 15 24 70** to communicate the information set out in the revocation form appended hereto, **OR** fill in and e-mail this form to [srao@e-trust.be](mailto:srao@e-trust.be), **OR** fill in and send this form by fax to **02 203 92 25** or by post to Certipost (E-Trust) Certification Services, Centre Monnaie, B-1000 Brussels, **AND** arrange a meeting with a Local Registration Authority approved by E-Trust for issuing SSL Web Server Certificates<sup>2</sup> and go there in person with this duly completed form together with a (two-sided) copy of your identity card.

<sup>2</sup> The List of LRAs approved by E-Trust is available on the E-Trust website: <http://www.e-trust.be>