

GENERAL TERMS AND CONDITIONS

LuxTrust SSL CERTIFICATES

(Version 1.3)

IMPORTANT - PLEASE READ THESE GENERAL TERMS AND CONDITIONS CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING A LUXTRUST CERTIFICATE. BY USING, APPLYING FOR, OR ACCEPTING A LUXTRUST CERTIFICATE YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, THAT YOU UNDERSTAND THEM, AND THAT YOU AGREE TO THEM. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT APPLY FOR, ACCEPT, OR USE A LUXTRUST CERTIFICATE.

By ordering a Certificate as described in the corresponding order, you (“Subscriber”) enter into an agreement between you and LuxTrust S.A. (“LuxTrust”), a Luxembourg company. The agreement governs your application for and use of a Certificate issued from LuxTrust. You and LuxTrust agree as follows:

1. Subscription Service.

1.1. Issuance. Upon LuxTrust’s receipt of Subscriber’s order for a Certificate, either directly or via a Registration Authority, LuxTrust shall attempt to directly or through the intermediary of a Registration Authority validate the application information in accordance with the LuxTrust CPS and, for SSL Server Authentication Certificates, the EV Guidelines. If LuxTrust chooses to accept the application and can validate Subscriber to LuxTrust’s satisfaction, LuxTrust shall issue the ordered Certificate(s) to Subscriber directly or through the intermediary of a Registration Authority in accordance with the terms of the order and this agreement. LuxTrust may refuse an order for any reason.

1.2. Multiple Certificates. This agreement applies to multiple future Certificate requests and any resulting Certificates, regardless of when the Certificate is requested or issued.

1.3. License. After issuance, LuxTrust grants Subscriber a revocable, non-transferable license to use the issued Certificates for encrypting and transmission of data between servers and/or end users.

1.4. Fee. Subscriber shall pay all applicable fees for the Certificate before it issues. Certificate fees are provided to Subscriber during the application process. All payments are non-refundable.

1.5. Subscriber Obligations. Subscriber shall:

(i) use the Certificates only for the purposes listed in the LuxTrust CPS and only in accordance with the terms of the agreements, these terms and conditions and the guidelines regularly communicated by LuxTrust and/or the Registration Authority;

(ii) only install an issued Certificate on the servers listed in the Certificate and only use an issued Certificate for authorized business of the Subscriber;

(iii) be responsible for any computer hardware, telecommunications hardware, and software necessary to use the Certificate;

(iv) obtain and maintain any authorization or license necessary to use the Certificate;

(v) inform every Relying Party of LuxTrust’s Relying Party Warranties as described in the CPS;

(vi) keep Confidential Information confidential and uncompromised, and immediately inform LuxTrust and request revocation of any affected Certificates if Subscriber reasonably believes that Confidential Information is likely to be disclosed or compromised;

(vii) ensure that all information provided to LuxTrust or the Registration Authority is complete and accurate and does not include any information that would be unlawful, contrary to public interest, or otherwise likely to damage the business or reputation of LuxTrust if used in any way; Subscriber shall check the information contained in the Certificate prior to its first use and to inform LuxTrust of any inaccuracy;

(viii) immediately cease using a Certificate and associated Private Key 1) if the Private Key is compromised or 2) after the Certificate is expired or revoked,

(ix) immediately notify LuxTrust or the Registration Authority of 1) any breach of this agreement or 2) any information provided to LuxTrust changes, ceases to be accurate, or becomes inconsistent with the warranties made by Subscriber herein, and

(x) comply with all applicable local and international laws when receiving or using a Certificate, including all export laws.

1.6. Restrictions. Subscriber shall not:

(i) impersonate or misrepresent Subscriber’s affiliation with any entity,

(ii) modify, license, create a derivative work of, or transfer any Certificate (except as required to use the Certificate) or Private Key;

(iii) install or use an issued Certificate until after Subscriber has reviewed and verified the Certificate data’s accuracy;

(iv) upload or distribute any files or software that may damage the operation of another’s computer,

(v) use the Services to 1) engage in conduct that is offensive, abusive, contrary to public morality, indecent, defamatory, obscene, or menacing, 2) breach the confidence of a third party, 3) cause LuxTrust or a third party distress, annoyance, denial of any service, disruption or inconvenience, 4) send or receive unsolicited bulk correspondence or 5) create a Private Key that is substantially similar to a LuxTrust or third party’s Private Key,

(vi) make representations regarding the Service to any third party except as agreed to in writing by LuxTrust.

2. Warranties and Representations. Subscriber warrants that:

(i) for all SSL Server Authentication Certificates, the subject named in the Certificate has exclusive control of the domain name(s) listed in the Certificate;

(ii) it has full power and authority to enter into this agreement and perform its obligations hereunder;

(iii) for all Certificates, the individual accepting the Agreement is expressly authorized by Subscriber to sign the agreement for Subscriber.

3. Revocation. LuxTrust may revoke a Certificate if LuxTrust believes that:

(i) Subscriber requested revocation of the Certificate;

(ii) Subscriber did not authorize the Certificate and has not retroactively granted authorization;

(iii) Subscriber breached this Agreement;

(iv) Confidential Information related to the Certificate has been disclosed or compromised;

(v) the Certificate has been 1) misused, 2) used contrary to law, rule, or regulation or 3) used, directly or indirectly, for illegal or fraudulent purposes;

(vi) information in the Certificate is inaccurate or misleading,

(vii) for SSL Server Authentication Certificates, Subscriber loses exclusive control over a domain name listed in the Certificate;

(viii) the Certificate was not issued or used in accordance with LuxTrust’s CPS, industry standards, or, for EV Certificates, the EV Guidelines;

(ix) LuxTrust 1) ceased operations or 2) is no longer allowed to issue the Certificate, and no other certificate authority has agreed to provide revocation support for the Certificate;

(x) Subscriber is added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of LuxTrust’s jurisdiction of operation;

(xi) the Certificate was issued to publishers of malicious software;

(xii) the CPS authorizes revocation of the Certificate; or

(xiii) the Certificate, if not revoked, will compromise the trust status of LuxTrust.

After revoking the Certificate, LuxTrust may, in its sole discretion, reissue the Certificate to Subscriber or terminate the agreement.

Any circumstance that allows LuxTrust to revoke a Certificate shall also entitle LuxTrust to suspend such Certificate. After suspending the Certificate, LuxTrust may, in its sole discretion, reactivate the Certificate.

4. Intellectual Property Rights.

4.1. LuxTrust IP Rights. LuxTrust retains, and Subscriber shall not obtain or claim, all title, interest, and ownership rights in:

(i) the Services, including issued Certificates,

(ii) all copies or derivative works of the Services, regardless of who produced, requested, or suggested the copy or derivative work,

(iii) all documentation and materials provided by LuxTrust, and

(iv) all of LuxTrust’s copyrights, patent rights, trade secret rights and other proprietary rights.

4.2. Trademarks.

Subscriber shall not use a LuxTrust trademark without LuxTrust’s written consent.

5. Indemnification.

5.1. Indemnification. Subscriber shall indemnify LuxTrust and its affiliates and their respective directors, officers, employees, and agents (each an “Indemnified Person”) against all liabilities, losses, expenses, or costs (including reasonable attorney’s fees) (collectively “Losses”) that, directly or indirectly, are based on Subscriber’s breach of this agreement, information provided by Subscriber, or Subscriber’s or its customers’ infringement on the rights of a third party.

5.2. Indemnification Procedure. LuxTrust shall notify Subscriber promptly of any demand for indemnification. However, LuxTrust’s failure to notify will not relieve Subscriber from its indemnification obligations except to the extent that the failure to provide timely notice materially prejudices Subscriber. Subscriber may assume the defense of any action, suit, or proceeding giving rise to an indemnification obligation unless assuming the defense would result in potential conflicting interests as determined by the Indemnified Person in good faith. Subscriber may not settle any claim, action, suit or proceeding related to this agreement unless the settlement also includes an unconditional release of all Indemnified Persons from liability.

5.3. Additional Liability. The indemnification obligations of Subscriber are not LuxTrust’s sole remedy for Subscriber’s breach and are in addition to any other remedies LuxTrust may have against Subscriber under this agreement. Subscriber’s indemnification obligations survive the termination of this agreement.

6. Term and Termination.

6.1. Term. Unless otherwise terminated as allowed herein, this agreement is effective upon issuance of the Certificate and lasts for the duration described in the order.

6.2. Termination. Either party may terminate the agreement with 20 business days’ notice for convenience. LuxTrust may terminate this agreement immediately without notice if

- (i) Subscriber materially breaches this agreement,
- (ii) if LuxTrust revokes a Certificate as allowed herein,
- (iii) if LuxTrust rejects Subscriber's Certificate application,
- (iv) LuxTrust cannot satisfactorily validate Subscriber in accordance with section 1.1, or
- (v) if industry standards change in a way that affects the validity of the Certificates ordered by Subscriber.

6.3. Events Upon Termination. After termination, LuxTrust may revoke any other Certificate's issued to Subscriber without further notice. Subscriber shall pay any amounts still owed for the Certificates. LuxTrust is not obligated to refund any payment made by Subscriber upon termination of this Agreement.

7. Disclaimers and Limitation of Liability.

7.1. Relying Party Warranties. Subscriber acknowledges that the Relying Party Warranty is only for the benefit of Relying Parties. Subscriber does not have rights under the warranty, including any right to enforce the terms of the warranty or make a claim under the warranty.

7.2. Exclusion of Warranties. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". LUXTRUST EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE SERVICES. THIS DISCLAIMER INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW. LUXTRUST DOES NOT GUARANTEE THAT 1) THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

7.3. Limitation on Liability. SUBJECT TO SECTION 7.4, THE TOTAL LIABILITY OF LUXTRUST AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF EUR 2,500 (Euro two-thousand, five-hundred). SUBSCRIBER WAIVES ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND APPLIES EVEN IF LUXTRUST IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of any claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this agreement have been breached or proven ineffective.

7.4. Exception. Nothing in this agreement excludes or limits the liability of either party in case of gross negligence or willful misconduct.

8. Remedy.

8.1. Injunctive Relief. Subscriber acknowledges that its breach of this agreement will result in irreparable harm to LuxTrust that cannot adequately be redressed by compensatory damages. Accordingly, in addition to any other legal remedies which may be available, LuxTrust may seek and obtain an injunctive order against a breach or threatened breach of the agreement by Subscriber.

8.2. Limitation on Actions. Except for actions and claims related to a party's indemnification and confidentiality obligations, all claims and actions arising from this agreement must be brought within one (1) year from the date when the cause of action occurred.

8.3. Remedy. Subscriber's sole remedy for a defect in the Services is to have LuxTrust use reasonable efforts to correct the defect. LuxTrust is not obligated to correct a defect if (i) the Service was misused, damaged, or modified, (ii) Subscriber did not immediately report the defect to LuxTrust, or (iii) Subscriber breached any provision of this agreement.

9. Confidentiality.

Except as allowed herein, a party ("Receiving Party") shall not use or disclose any Confidential Information provided by the other party (the "Disclosing Party") other than for the purpose of performing its obligations under this agreement. The Receiving Party shall take reasonable measures to prevent unauthorized disclosure and shall ensure that any person receiving Confidential Information complies with the restrictions in this section. The Receiving Party may disclose Confidential Information if the information:

- (i) is already possessed by the Receiving Party before receipt from the Disclosing Party;
- (ii) is or becomes public domain without fault of the Receiving Party;
- (iii) is received by the Receiving Party from a third party who is not under an obligation of confidentiality or a restriction on the use and disclosure of the information,
- (iv) is disclosed in response to the requirements of a law, governmental order, regulation, or legal process and the Receiving Party first gives prior notice to the Disclosing Party of the requirement to disclose the information, or
- (v) is disclosed under operation of law to the public without a duty of confidentiality.

A party asserting one of the exceptions to Confidential Information above shall prove the assertion using verifiable documentary evidence. The restrictions contained in this section apply for the duration of the agreement plus five years after its termination.

10. Privacy.

The Subscriber and his agent(s) are hereby informed that LuxTrust processes their personal data in strict compliance with all applicable laws and regulations, industry standards and other applicable requirements that relate in any way to the privacy, data protection, confidentiality or security of personal data and apply to the provision of the Certificate, as well as, without limitation, its issuance, suspension and revocation (including the establishment, maintenance and publication of Revocation Lists), cooperation with the authorities as well as compliance with the conditions for its accreditation and its legal or regulatory obligations, including European Union directives and regulations governing the protection of personal data, and notably the Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as may be replaced, amended or re-enacted (hereinafter "GDPR").

The personal data is processed in accordance with LuxTrust's privacy policy, which can be consulted at any time at <https://www.luxtrust.com/en/privacy-policy>.

11. Miscellaneous.

11.1. Force Majeure and Internet Frailties. Other than for payment obligations by Subscriber, neither party will be liable for a delay or failure to perform an obligation to the extent that the delay or failure is caused by an occurrence beyond the party's reasonable control. Each party acknowledges that the operation of the Internet is beyond the other party's reasonable control, and neither party will be liable for a delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failure.

11.2. Notices. All communication between Parties shall use the following methods:

- (a) by post (in which case the communication will be considered to have been received three to the following address:
 - (i) for LuxTrust: 13-15, Parc d'activités, L-8308 Capellen, Grand-Duché de Luxembourg;
 - (ii) for the Client: as per order; and
- (b) by email (in which case the communication will be considered to have been received four (4) Working Hours after sending), to the following address:
 - (i) for LuxTrust: easyssl@luxtrust.lu;
 - (ii) for the Client: as per order

LuxTrust is available by phone under +352 24 550 550

Subscriber shall follow the process described in the order for submission of orders.

11.3. Entire Agreement. This agreement and all documents referred to herein constitutes the entire agreement between the parties, superseding all other agreements that may exist with respect to the subject matter. Section headings are for reference and convenience only and are not part of the interpretation of this agreement.

11.4. Amendments. LuxTrust may amend this agreement, the CPS, the Relying Party Agreement, the Relying Party Warranty, its website, and any documents listed in its Repository at any time by posting either the amendment or the amended document in the Repository. Subscriber shall periodically review the Repository to be aware of any changes. Subscriber may terminate the agreement if Subscriber does not agree to the amendment. Subscriber's continued use of the Services after an amendment is posted constitutes Subscriber's acceptance of the amendment.

11.5. Waiver. A party's failure to enforce a provision of this agreement will not waive the party's right to enforce the same provision later or right to enforce any other provision of this agreement. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.

11.6. Assignment. Subscriber may not assign any of its rights or obligations under this agreement without the prior written consent of LuxTrust. Any transfer without consent is void. LuxTrust may assign its rights and obligations without Subscriber's consent.

11.7. Governing Law and Venue. The laws of the Grand Duchy of Luxembourg govern the interpretation, construction, and enforcement of this agreement and all proceedings arising out of it, including tort claims, without regard to any conflicts of law principles. All proceedings or legal action arising from this agreement must be commenced in the courts of Luxembourg. Both parties agree to the exclusive venue and jurisdiction of these courts.

11.8. Severability. Any provision determined invalid or unenforceable by rule of law will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of the agreement remains valid and enforceable.

11.9. Survival. All provisions of the agreement related to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.

11.10. Rights of Third Parties. The Certificate Beneficiaries are express third party beneficiaries of Subscriber's obligations and warranties in this agreement.

12. Definitions.

12.1. "Certificate" means a digitally signed electronic data file issued by LuxTrust (directly or through a LuxTrust partner) to a person or entity seeking to secure communication over a communications network which contains (i) where applicable one or several domain name(s), (ii) where applicable the identity of the person authorized to use the Certificate in case of internal use only, (iii) their Public Key, a serial number, a time period during which the data file may be used. Certificates can only be used for their respective intended purpose.

12.2. "CPS" refers to the documents explaining LuxTrust's policies and procedures when operating its PKI infrastructure, such as but not limited to the then current certificate practice statement. The current version is available under <https://repository.luxtrust.lu>.

12.3. "Confidential Information" means all material, data, systems, technical operations, and other information concerning LuxTrust's business operations that is not known to the general public, including all information about the Certificate issuance services (such as all Private Keys, personal identification numbers and passwords).

12.4. "Certificate Beneficiaries" means the Subscriber, the Subject named in the Certificate, any third parties with whom LuxTrust has entered into a contract for inclusion of its root certificate, and all Relying Parties that actually rely on such Certificate during the period when it is valid.

12.5. "Digital Signature" means an encrypted electronic data file which is attached to or logically associated with other electronic data and which identifies and is uniquely linked to the signatory of the electronic data, is created using the signatory's Private Key and is linked in a way so as to make any subsequent changes to the electronic data detectable.

12.6. "SSL Server Authentication Certificate" means a Certificate issued by LuxTrust's (directly or through a partner) that that complies with the EV Guidelines.

12.7. "EV Guidelines" refers to the official, adopted guidelines governing EV Certificates as established by the CA/Browser Forum that are available online at <http://www.cabforum.org>.

12.8. "Private Key" means a confidential encrypted electronic data file designed to interface with a Public Key using the same encryption algorithm and which may be used to create Digital Signatures, and decrypt files or messages which have been encrypted with a Public Key.

12.9. "Public Key" means a publicly available encrypted electronic data file designed to interface with a Private Key using the same encryption algorithm and which may be used to verify Digital Signatures and secure the communication between servers and end users. Such key is always held by the Subscriber.

12.10. "Registration Authority" means the entity appointed by LuxTrust to act as a Registration Authority and to perform the processes associated with the Client's registration, as well as certain actions referred to in the agreement

12.11. "Relying Party" means an entity that acts in reliance on a Certificate or a Digital Signature.

12.12. "Relying Party Agreement" refers to an agreement located on the LuxTrust Repository that governs a Relying Party's use of the Certificate when transacting business with the Subscriber's website.

12.13. "Relying Party Warranty" refers to a warranty offered by LuxTrust to a Relying Party under the terms and conditions found in the LuxTrust Relying Party Agreement in connection with the Relying Party's use of a Certificate.

12.14. "Repository" means a publicly available collection of information and databases relating to LuxTrust's Certificate practices and which is available at <https://repository.luxtrust.lu>.

12.15. "Services" means the Certificates ordered hereunder along with any related software, and documentation.