



Terms and Conditions

ACQUISITION, USE AND MANAGEMENT OF CERTIFICATES ASSOCIATED WITH ELECTRONIC IDENTITY CARDS

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PREAMBLE

- (A) LuxTrust provides its clients with solutions intended to secure their exchanges, online transactions, identity and electronic data,
- (B) The services that are included under these terms and conditions (hereinafter “Terms and Conditions”) are means of identification, registration, authentication, signing and validation that may incur liability for their users, implying that the latter must use such services with the same vigilance as they would when performing such actions in a non-electronic manner,
- (C) In order to guarantee the quality and security of the solutions offered by LuxTrust, and in order to prevent fraud and other risks, the user must conscientiously follow the instructions set out in these Terms and Conditions,
- (D) For certain solutions subject to specific regulations such as Certificates, LuxTrust and the User must comply with the procedures described in the CPs and the CPSs, which are readily accessible on LuxTrust's website (<https://repository.luxtrust.lu>) (“the Procedures”).

THE PARTIES HEREBY ENTER INTO THE FOLLOWING AGREEMENT:

The terms starting with a capital letter are defined in Article 11.

1. TERMS AND CONDITIONS

- 1.1 The User, whose name and details are mentioned on the Order Form, has requested services from LuxTrust S.A., L-8308 Capellen, 13-15 Parc d'activités, through a State Registration Authority acting as intermediary. The User and LuxTrust are referred to collectively as the Parties and singly as a Party.
- 1.2 The use and management of the service ordered by the User by way of the Order Form requires that an electronic identity card (Device) and Access Codes be supplied and used. The Subscribed Service and all its components are governed by these Terms and Conditions.

2. PROVISION OF THE SUBSCRIBED SERVICE

- 2.1 The State Registration Authority, acting on the User's behalf, must submit all requests for service to LuxTrust, using an Order Form accompanied by the necessary supporting documents. LuxTrust reserves the right to refuse any request for service that does not observe its Procedures.

For security reasons, the Access Codes are sent separately, generally within ten (10) Business Days from acceptance of the Order Form by the State Centre for Information Technologies (Centre des technologies de l'information de l'Etat – CTIE).

- 2.2 The Subscribed Service is provided to the User in activated mode.
- 2.3 Upon receiving the Device and before using the Subscribed Service, the User must verify that information on the accessible page status.luxtrust.lu and inform the State Registration Authority of any inaccuracies using one (1) of the means of communication provided for at Article 10.2. The Subscribed Service will be considered as accepted when it is used for the first time.
- 3. DEACTIVATION AND SUSPENSION OF THE SUBSCRIBED SERVICE**
- 3.1 The User must immediately deactivate the Subscribed Service in any of the following cases:
- (a) where one or more components of the Subscribed Service (e.g. the Device, the Access Codes or a private key) have been shown to be compromised; and/or
 - (b) where a modification has been made to the information referred to in Article 2.3.
- 3.2 The User must immediately suspend the Subscribed Service where there is suspicion of one or more components of the Subscribed Service having been compromised (e.g. the Device, the Access Codes or a private key).
- 3.3 The User:
- (a) is obligated to immediately notify the State Registration Authority of any reason the Subscribed Service is deactivated or suspended on becoming aware of this;
 - (b) is solely liable for the consequences of the Subscribed Service being compromised, including the Access Codes, provided that LuxTrust has acted in accordance with the Contract and the Procedures.
- 3.4 Without prejudice to Article 3.5 and the Procedures, any request for deactivation or suspension must:
- (a) be issued by the User;
 - (b) contain all requisite information so as to immediately permit the Subscribed Service to be deactivated or suspended; the User is solely liable for the consequences of any incomplete request for deactivation or suspension; and
 - (c) be made by one (1) of the means of communication between the Parties provided for in Article 10.1.
- 3.5 LuxTrust reserves the right to suspend the Subscribed Service at any time and without warning in the following cases:
- (a) where a modification has been made to the information referred to in Article 2.3;
 - (b) where inaccurate information was provided at the time of the request for the Subscribed Service;
 - (c) where the provisions of the Contract are violated;
 - (d) where there is the risk or suspicion of one or more components of the Subscribed Service having been compromised;
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- (e) where the Subscribed Service is used by the User or any third party for fraudulent or criminal purposes;
- (f) upon instruction by the User;
- (g) where the Contract ceases to be legally enforceable for any reason whatsoever;
- (h) where LuxTrust ceases or modifies its operations or where LuxTrust's trusted root has been compromised;
- (i) upon reasonable request issued by a State Authority (State Registration Authority or the Grand-Ducal Police);
- (j) in case of imminent risk to the proper functioning or security of LuxTrust's production environment; or
- (k) where LuxTrust ceases operations, becomes insolvent, is liquidated or is involved in a similar proceeding affecting the User.

In such event, LuxTrust will inform the User as soon as possible.

4. REACTIVATION

- 4.1 The Subscribed Service may be reactivated subsequent to any event entailing its suspension or any technical or security operation that LuxTrust deems necessary.
- 4.2 The procedures associated with reactivating the Subscribed Service are likely to entail unavailability of the Subscribed Service for a certain period of time. LuxTrust will inform the User accordingly but shall not be held liable for any direct or indirect consequences resulting from such unavailability.

5. OBLIGATIONS OF THE PARTIES

5.1 LuxTrust is obligated to:

- (a) provide the Subscribed Services under the Terms and Conditions specified in the Contract and the Procedures;
- (b) guarantee the availability of the Subscribed Services within the limits set out in the Contract;
- (c) ensure access to the updated Revocation Lists for the public and, more specifically, for the User, on a 24/7 basis; and
- (d) put in place an online verification service to determine the status of the Subscribed Service, available 24/7.

5.2 The User:

- (a) warrants that he or she will provide all the information or documents required by the State Registration Authority for the renewal of the Subscribed Service;
- (b) is solely liable for the Subscribed Service used by him or her;

- (c) is liable with regard to LuxTrust and to third parties for any errors or fraud committed by him or her using the Subscribed Service, as well as for any case in which the Device or the Access Codes are compromised by him or her, whether purposely or inadvertently;
- (d) warrants that he or she will use the Subscribed Service in conformity with the Contract, the Procedures and any and all regulations regularly communicated by LuxTrust and/or the State Registration Authority;
- (e) warrants that he or she will take the necessary security precautions in order to prevent the Subscribed Service from being compromised;
- (f) is solely liable for implementing, maintaining and developing a technical infrastructure (including hardware and software) which permits the use of the Subscribed Service in accordance with the Contract;
- (g) is liable, jointly and severally (as the case may be) with the Recipients or any third parties, for the content of messages or transactions signed by means of the Subscribed Service.

6. PERSONAL DATA

- 6.1 The User is hereby advised that LuxTrust will treat all Personal Data relating to him or her in strict accordance with the provisions of the Law of 2 August 2002 on the Protection of Persons with regard to the Processing of Personal Data, as amended, and only when necessary for the execution of the Contract, the provision of the Subscribed Service, the generation, maintenance and publication of the revocation lists, compliance with the conditions of LuxTrust's accreditation, and its legal or regulatory obligations as well as its cooperation with public authorities.
- 6.2 The User is hereby advised that LuxTrust will retain the User's personal data for a minimum period of 10 years from the date of termination of the Contract as provided for by the Law of 2 August 2002 on the Protection of Persons with regard to the Processing of Personal Data, as amended.
- 6.3 The User is advised that, in strict accordance with the provisions of the Law of 2 August 2002 on the protection of persons with regard to the processing of personal data, as amended, any or all of the Personal Data may be communicated to Recipients, the State Registration Authorities, and, in the context of publications required for the Certificate, to the public on the Internet.
- 6.4 The User is hereby advised of his or her right to access his or her personal data and, where necessary, to request that said data be corrected. The communication of personal data necessary for the execution of the Contract is obligatory for the User. Any modification of personal data must be notified without delay by the User to the State Registration Authority.

7. TERM AND TERMINATION OF THE CONTRACT

- 7.1 **Term of the Contract.** The Contract will enter into force on the date indicated on the Order Form and is entered into for a period of five (5) years and one (1) month from that date.
- 7.2 **Termination by LuxTrust.** LuxTrust may terminate the Contract at any time as provided for by law, without recourse to the courts and without having to state any reasons, by means of advance notice of one (1) month, by informing the User by e-mail to an e-mail address provided at the time of the order. Said termination shall not give rise to any right to compensation on the part of the User.

- 7.3 **Wrongful non-fulfilment.** In the event of non-compliance by one of the Parties with any of the provisions of the Contract which the Party at fault has failed to rectify within ten (10) Business Days from dispatch by the other Party of a warning by one of the means of communication referred to in Article 10.2, the latter may terminate the Contract with immediate effect as provided for by law, without recourse to the courts, at the end of that period of time. In this case, termination by LuxTrust shall not confer any right of compensation.
- 7.4 **Automatic termination.** The Contract will be automatically terminated with immediate effect as provided for by law, without recourse to the courts and without any prior warning, one (1) month after the deactivation or expiry of the last Subscribed Service.
- 7.5 **Consequences of termination of the Contract.** As of the day when termination of the Contract takes effect, LuxTrust will , with immediate effect, deactivate the Subscribed Services still valid and issued under the Contract.

8. LIABILITY OF LUXTRUST

- 8.1 LuxTrust shall not be liable for any direct and indirect consequences as the result of:
- (a) strict application of the Contract and the Procedures, as well as of exercise by LuxTrust of its rights and prerogatives under the Contract;
 - (b) lack of compatibility between the Subscribed Service, including the Device and the equipment, and the applications, procedures or infrastructures of the User or the Recipient or of any third party;
 - (c) any non-functioning or malfunction of the Subscribed Service caused by any deterioration, alteration or destruction of the Devices or media via which the Subscribed Service is provided, including but not limited to exposure to magnetic fields;
 - (d) any unavailability of the Subscribed Services subsequent to any suspension, deactivation or renewal permitted under the Contract;
 - (e) any security flaw originating from the User, the Recipient or any third party and, more generally, of any security flaw not directly attributable to LuxTrust;
 - (f) consequences of errors and/or fraud committed by the User, the Recipient or a third party;
 - (g) any unavailability or malfunction of electronic communications systems or networks;
 - (h) any unavailability of the Subscribed Services in the event of imminent risk to the security of LuxTrust's systems;
 - (i) the User's inability to decrypt some or all of the data encrypted using the User's public key, where the User does not have access to his or her private key; and
 - (j) the respective contact information referred to in Articles 2.3 and 10.2 which are incorrect or not updated by the User.
- 8.2 In all cases where LuxTrust's liability is not barred on the basis of the Contract, the liability of LuxTrust and the State Registration Authorities shall be:

- (a) strictly limited to EUR 10,000 (ten thousand euros) per year per Device for any and all damage or loss that can be directly provably shown; and
- (b) excluded for any indirect damage.

8.3 In the event that the Recipient or a third party should sustain any damage in one of the scenarios referred to in Article 8.1 and initiate legal action for liability against LuxTrust, the User agrees to reimburse LuxTrust and to hold LuxTrust harmless against all consequences of such actions, including but not limited to reimbursing LuxTrust for any damages and interest that may be awarded against LuxTrust or reasonable awards paid by LuxTrust in the context of a settlement, as well as the court and attorneys' costs entailed in any such legal action or settlement.

8.4 The User acknowledges and accepts that the amount provided for in Article 8.2 constitutes the entirety of the liability of LuxTrust and its partners (including the State Registration Authority) in relation to the User under the Contract and waives in advance any exercise of recourse for liability against LuxTrust's partners.

9. AMENDMENT OF THE CONTRACT

The Contract may be amended at any time:

- (a) by mutual agreement of the two Parties, by means of a written addendum; or
- (b) unilaterally by LuxTrust according to the following procedure:
 - (i) LuxTrust notifies the User, by at least one (1) of the means of communication provided for in Article 10.2 or by any other means of communication determined by LuxTrust, of the planned amendment;
 - (ii) The User has one (1) month from the notification mentioned in point (i) to terminate the Contract by informing LuxTrust by registered letter with confirmation of receipt;
 - (iii) in the absence of termination by the User, the amendments will enter into force one (1) month from the notification mentioned in point (i) and the User will be deemed to have agreed to those amendments.

10. GENERAL PROVISIONS

10.1 **Means of communication for Deactivating, Suspending or Reactivating the Subscribed Service:** Any request for deactivating, suspending or reactivating the Subscribed Service must be made exclusively by one of the following means:

- (a) either online, by following the procedure set out on the Luxembourg government website (<http://www.guichet.public.lu/citoyens/fr/citoyennete/papiers-identite/carte-identite/gestion-certificats/index.html>),
- (b) or at the public office of any State Registration Authority; the list of public offices is available on the Luxembourg government website (<http://eid.lu>),
- (c) or by phone at (+352) 24 550 550 and with a secret code sent to the e-mail address mentioned on the Order Form.

10.2 **Communication between the Parties:** For all communication not related to the deactivation, suspension or reactivation of a Subscribed Service and with the exception of cases in which the Contract stipulates otherwise, all communication between the Parties in connection with the Contract shall be deemed to be duly valid if it has made by the following means:

- (a) by postal letter sent to the following address, the communication deemed to have been received within three (3) business days after the date of dispatch:
 - (i) For LuxTrust: L-8308 Capellen, 13-15 Parc d'activités, Grand Duchy of Luxembourg;
 - (ii) For the User: cf. Order Form;
- (b) by e-mail sent to the following address, the communication deemed to have been received within four (4) business hours after its dispatch:
 - (i) For LuxTrust: info@luxtrust.lu;
 - (ii) For the User: cf. Order Form; and
- (c) by fax, to the following number, the communication deemed to have been received within four (4) business hours after its dispatch:
 - (i) For LuxTrust: +352 26 68 15-789;

10.3 **Applicable law and place of jurisdiction.** This Contract shall be governed and interpreted in accordance with the laws of Luxembourg. Any legal dispute in relation to the Contract shall be submitted exclusively to the district courts of Luxembourg.

11. DEFINITIONS

State Registration Authority	Government entity acting in the capacity of LuxTrust's registration authority. It carries out the processes related to the registration of the User and certain actions provided for in the Contract.
Deactivation (or Deactivate)	Procedure initiated by the User or LuxTrust according to which the validity of the Subscribed Service is terminated immediately, irrevocably and definitively. The deactivation of the Subscribed Service comprising a Certificate automatically entails registration of the blocked certificate in the revocation lists.
Certificate	An electronic file containing the identification elements of the User, i.e. his or her public key, and electronically signed by LuxTrust.
Access Codes	Strictly confidential and personal information of the User allowing him or her to use the Subscribed Service together with the Device. The User is responsible for keeping the Access Codes so that they are prevented from being compromised. The User may modify his or her PIN and is advised to do so regularly. All Users are responsible for keeping their Access Codes confidential and not divulging them to anyone.
Compromise	Disclosure or suspicion of disclosure or loss of Devices and/or Access Codes and/or of a private key and leading to possible loss of confidentiality and/or integrity of these elements.
Contract	All of the contractual documents in relation to the provision of the

	Subscribed Services agreed to by the Parties and which are comprised, in descending order of applicability, of the Terms and Conditions and any annexes to the Terms and Conditions, as amended.
CP (Certificate Policy)	Certification policy followed by LuxTrust. The CP, which may be unilaterally modified by LuxTrust from time to time, may be consulted on LuxTrust’s website (https://repository.luxtrust.lu).
CPS (LuxTrust Certification Practice Statement Summary)	Detailed procedures applicable to providing the Subscribed Services and/or Certificates by LuxTrust. The CPS may be modified unilaterally by LuxTrust from time to time and should be consulted by the User (https://repository.luxtrust.lu).
Recipient	Third-party recipient of any document signed by the User using the Certificate or by a transaction validated by means of the Certificate. The term “Recipient” in the Terms and Conditions is equivalent to “relying party” in the technical specification ETSI TS 101 456 v.1.4.3 or any other later version.
Device	The electronic identity card enables LuxTrust to provide the Subscribed Services, comprising complementary services such as the Certificate.
Personal Data	See Article 6.1
Order Form	See Article 1.1. The Order Form is the form used by the User to order his or her electronic identity card and subscribe to the services (Subscribed Services).
Business hours	An hour of a business day falling between 8:00 a.m. and 5:00 p.m.
Business day	Monday, Tuesday, Wednesday, Thursday and Friday, except public holidays of the Grand Duchy of Luxembourg.
Revocation List	Lists of blocked (and thus unusable) Certificates periodically issued by LuxTrust and accessible on its website (“Certificate Revocation List”) (http://crl.luxtrust.lu)
PIN	Personal Identification Number.
Procedures	Means the technical procedures defined at point (D) of the preamble page 1. It is strongly recommended that the User take cognisance of the Procedures since they are likely to affect the manner in which the Subscribed Services are made available or must be used.
Reactivation	Refers to the procedure according to which the User or the State Registration Authority proceeds to reactivate a Subscribed Service or a Certificate that has been suspended.
Renewal	Procedure enabling the User to renew his or her Subscribed Service when its validity has expired. In the case of Subscribed Services using Certificates, renewal enables the Certificate to be re-keyed or the User to receive another Certificate whose initial generation data remain the same but whose key changes.
Subscribed Service	A combination of services, Access Codes and, where applicable, optional services (such as the Certificate) referred to on the Order Form and which are governed by this Contract. In the Terms and Conditions, the Subscribed Service designates both the combination of elements of which it is composed as well as each individual element.
Smartcard	A device that consists of a smart card (or similar medium) containing two (2) private keys as well as the two (2) Certificates relating thereto: one (1) key for the electronic signatures and one (1) key for

	the other transactions, such as authentications
Suspension (or Suspend)	A procedure initiated by the User or LuxTrust according to which the validity of the Subscribed Service is suspended, thus preventing it from being used until the suspension is lifted by LuxTrust or by the User, according to the detailed procedures provided for in the Contract and the Procedures.
User	See Article 1.1. The term “User” in the Terms and Conditions is equivalent to “subscriber” in the technical specification ETSI TS 101 456 v.1.4.3 or any other later version.

ANNEXE 1 - PROVISIONS SPECIFIC TO THE CERTIFICATE

1. GENERAL PROVISIONS

Certain Subscribed Services may include one or more Certificates, which then constitute an integral part of the Subscribed Service. The provisions of this Annex shall apply whenever the Subscribed Service includes a Certificate, without prejudice to the specific provisions of the Certificate indicated elsewhere in the Terms and Conditions.

LuxTrust publishes the technical procedures contained in the CP and CPS which are accessible on LuxTrust's website (<https://repository.luxtrust.lu>) in accordance with Directive 1999/93/EC, annex II (k), as well as with ETSI standards to which the Subscribed Services are subject when they include Certificates.

While these documents are essential in the description and governance of certification policies as well as in the description of the practices of LuxTrust (the certification authority), the Users of LuxTrust's infrastructure may encounter difficulties related to the complexity of the associated concepts.

Without prejudice to the Procedures and in order to allow the User to understand and be able to make informed decisions, LuxTrust has published the declaration of its infrastructure practices in this Annex (Reference: PDS – PKI Disclosure Statement).

2. PKI DISCLOSURE STATEMENT

Type of information	Description	Information and associated section in the CP/CPS
Certification authority contact information	Name, location, and contact information of the certification authority	<p>LuxTrust S.A. - IVY Building 13-15, Parc d'activités – L-8308 Capellen +352 26 68 15 - 1 +352 26 68 15 - 789 info@luxtrust.lu – cspboard@luxtrust.lu www.luxtrust.lu</p> <p>Certification Authority Certification Practices, Section 1.5 Policy Administration <i>Latest applicable version of the document “LuxTrust Global Qualified CPS” available on https://repository.luxtrust.lu, under the section “Certificate Profiles et Certificate Practice Statements”</i></p>
Type of certificates, validation and use	Description of the various types of certificates issued by the certification authority, the validation procedures, as well as any limitations and/or restrictions on the use of the certificate.	<p>The primary types of certificates issued for the various parties are:</p> <ul style="list-style-type: none"> - QCP+ supporting Qualified Electronic Signature (for Natural Persons) [SSCD] - NCP+ supporting Authentication & Encryption for Natural Persons - QCP supporting Advanced Electronic Signature with a Qualified Certificate (for Natural Persons) - NCP supporting Authentication & Encryption for Natural Persons <p>A comprehensive list of certificates is provided in the CP/CPS, see the links below.</p> <p>Certification Authority Certification Practices, Section 1.1.3 LuxTrust Certification Hierarchy <i>Latest applicable version of the document “LuxTrust Global Qualified CPS” available on https://repository.luxtrust.lu, under the section “Certificate Profiles et Certificate Practice Statements”</i></p>
Dependence/use limit	Use limits, where applicable	<p>Certification Authority Certification Practices, Section 1.4.2 <i>Latest applicable version of the document “LuxTrust Global Qualified CPS” available on https://repository.luxtrust.lu, under the section “Certificate Profiles et Certificate Practice Statements”</i></p>

Obligations of the Parties	Description of and references to the critical obligations of the parties	Certification Authority Certification Practices, Section 4.1.2 Enrolment process and responsibilities <i>Latest applicable version of the document “LuxTrust Global Qualified CPS” available on https://repository.luxtrust.lu, under the section “Certificate Profiles et Certificate Practice Statements”</i>
Control Obligations of Certificate Status	Description of the minimum extent of verification that third parties must implement as well as references to additional explanatory comments.	Certification Authority Certification Practices, Section 4.9.6 Revocation checking requirement for Relying Parties <i>Latest applicable version of the document “LuxTrust Global Qualified CPS” available on https://repository.luxtrust.lu, under the section “Certificate Profiles et Certificate Practice Statements”</i>
Warranties and Liability Limitations/Legal Limitations	Descriptions of the warranties and liability limitations/legal limitations of LuxTrust vis-a-vis the various parties relying on the LuxTrust public key infrastructure.	Certification Authority Certification Practices, Section 9.6 Representations and warranties, Section 9.7 Disclaimers of warranties, 9.8 Limitations of liability <i>Latest applicable version of the document “LuxTrust Global Qualified CPS” available on https://repository.luxtrust.lu, under the section “Certificate Profiles et Certificate Practice Statements”</i>
LuxTrust Service Usage Agreements, Terms and Conditions of Sale, Certification Practices and Policies	Identification and references to application documents regarding the agreements with the client, the terms and conditions of sale, as well as the certification policies and practices.	The agreements with the client are governed by this document, available in electronic version at https://repository.luxtrust.lu , under the section “Terms and Conditions of Sale” The practices and policies of certification are available at https://repository.luxtrust.lu , under the section “Certificate Profiles et Certificate Practice Statements”
Privacy policy	Description and references regarding privacy policies in effect.	Certification Authority Certification Practices, Section 9.3 Confidentiality of business information and Section 9.4 Protection of personal information <i>Latest applicable version of the document “LuxTrust Global Qualified CPS” available on https://repository.luxtrust.lu, under the section “Certificate Profiles et Certificate Practice Statements”</i>

Governing law, legal framework and conflict resolution	Description and references to applicable laws and documents governing conflict resolution and mediation.	<p>Certification Authority Certification Practices, Section 9.14 Governing law, 9.15 Compliance with applicable law</p> <p><i>Latest applicable version of the document “LuxTrust Global Qualified CPS” available on https://repository.luxtrust.lu, under the section “Certificate Profiles et Certificate Practice Statements”</i></p>
CA trademarks, directory of licences and audits	Description and references to trademarks registered by LuxTrust, as well as to accreditations and audits undergone by LuxTrust.	<p>Certification Authority Certification Practices, Section 8 COMPLIANCE AUDIT AND OTHER ASSESSMENTS and 9.5 Intellectual property rights</p> <p><i>Latest applicable version of the document “LuxTrust Global Qualified CPS” available on https://repository.luxtrust.lu, under the section “Certificate Profiles et Certificate Practice Statements”</i></p>