

# GENERAL USAGE TERMS

The purpose of the present General terms is to clarify the content and provisions for the usage of the certification services proposed by CERTINOMIS, as well as the respective commitments and obligations of the various involved participants.

## DEFINITIONS

**CP:** Certification Policy; Document establishing the duties and responsibilities of CERTINOMIS, of its CUSTOMERS, AGENTS and BENEFICIARIES involved in the entire lifecycle of a CERTIFICATE (available for consultation at [www.certinomis.com](http://www.certinomis.com) under the "certification policies" heading).

**CERTIFICATE:** Electronic attestation issued by CERTINOMIS that links the data related to the encryption or verification of signatures, exchanges, messages and electronic documents to the BENEFICIARY, in order to ensure their confidentiality or authentication and integrity.

**BENEFICIARY:** Natural person identified by the Registration Authority, who is responsible for the CERTIFICATES delivered to him. The beneficiary can be the SUBJECT, the RCAS or the RCCS, who makes a commitment regarding its usage conditions and obligations relative to the Certification Authority.

**SUBJECT:** The natural person identified in the certificate and who holds the private key corresponding with the public key that is in this certificate.

**SCO:** Server certificate officer - The natural person responsible for the server certificate, notably for the usage of this certificate and of the corresponding key pair, on behalf of the entity to which the IT server identified in this certificate is attached.

**CUSTOMER:** Institution, legal or natural person that enters into a contract with CERTINOMIS in order to obtain CERTIFICATES.

**CONTRACT:** contractual unit consisting of the present General terms, the Usage Terms for the ordered certificate, the application file as well as the related Certification Policy, found on the site: [www.certinomis.com](http://www.certinomis.com) and applicable on the signing date of the CONTRACT.

**AGENT:** Person who, directly by law or by delegation, has the power to authorise a certificate request bearing the organisation's name. This person may also have other powers in the organisation's name, notably for revocation. In the absence of designation, the legal representative is the sole certification agent.

**MEDIUM:** Physical medium (crypto-processor card or mini-CD) that notably contains the BENEFICIARY's CERTIFICATE(s). The MEDIUM becomes the CUSTOMER's property upon being provided by CERTINOMIS.

**THIRD PARTY USER:** Person using a BENEFICIARY's CERTIFICATE in order to verify his identity or to encrypt messages for his attention.

## 1 Contact info

### Information request:

By email: [service.commercial@certinomis.fr](mailto:service.commercial@certinomis.fr)

By mail: Certinomis - Service commercial, 10 avenue CHARLES DE GAULLE, 94673 CHARENTON LE PONT CEDEX

By phone from Monday to Friday between 9h00 and 18h00: 0 826 826 626

By web: <http://www.certinomis.fr/contact>

### Revocation request:

The revocation can be requested: ① By telephone, for the AGENT, by calling 0 810 184 956. The requester's identity is then verified using the set of four personal questions / answers filed at the time of the CERTIFICATE request; ② By the BENEFICIARY, electronically via the Internet site [www.certinomis.com](http://www.certinomis.com) heading "revoking a CERTIFICATE". Identification is performed by means of a revocation code supplied by CERTINOMIS. ③ By letter signed by the applicant. The CUSTOMER, AGENT or BENEFICIARY undertakes to sign the revocation request and to provide elements that will allow for sufficiently reliable identification, notably copies of identity documents and powers and/or K-bis excerpt.

## 2 Certificate type and usage:

Public Authority Certificate: Authentication (server & client) / Seal

## 3 Reliance limits

The beneficiaries must strictly comply with the authorised uses of the key pairs and certificates. In the opposite case, they could be held liable. The authorised use of the key pair and of the associated certificate is also described in the certificate itself, via the extensions relating to the uses of keys. The usage of the subject's private key and of the associated certificate is strictly limited to the service defined by the OID of its policy.

The certificate users must strictly comply with the authorised uses of the certificates. In the opposite case, they could be held liable.

#### 4 Obligations of subscribers

The BENEFICIARY and the AGENT are required to take all necessary measures in order to ensure the safety of the IT workstations in which the MEDIA are used. When CERTINOMIS provides the MEDIUM, the latter is compliant with the security requirements contained in Chapters 6 and 12 of the CP.

The AGENT and the BENEFICIARY undertake to carry out the measures needed to ensure the CERTIFICATE's backup. This backup must be retained securely only by the BENEFICIARY.

Should the CUSTOMER, the AGENT, the BENEFICIARY or CERTINOMIS learn of the established or suspected compromise of the confidential data, of any non-compliance with the present General terms, of the death of the BENEFICIARY, of the cessation of activities of the CUSTOMER or of any modification of the data contained in the CERTIFICATE, they are required to immediately request the revocation of the associated CERTIFICATE and, without delay, to verify the said revocation.

The AGENT and the BENEFICIARY undertake to no longer use a CERTIFICATE after its expiry, after a revocation request or after notification of the CERTIFICATE's revocation, for any reason whatsoever.

In case of a revocation request by the CUSTOMER, the AGENT or the BENEFICIARY, CERTINOMIS revokes the CERTIFICATE within less than twenty-four (24) hours of its verification of the request.

Regardless of the cause behind the revocation, CERTINOMIS notifies the AGENT and/or the BENEFICIARY of this revocation.

The certificate's BENEFICIARY recognises that [obtaining] the CERTIFICATE is equivalent to its acceptance. The BENEFICIARY must verify the certificate's content. The BENEFICIARY has 15 days in which to inform the CA of his refusal (by telephone, e-mail or ordinary mail).

The SCO undertake, according to the selected option, to use MEDIA that are compliant with the security requirements contained in Chapters 6 and 12 of the CP.

The AGENT undertakes, during the certificates validity period, to notify to CERTINOMIS any changes of SCOs.

#### 5 Obligations of relying parties

The THIRD PARTY USER makes a commitment to verify the usage of the CERTIFICATE in the field «KeyUsage ». This usage can be by instance; signature, authentication, confidentiality.

The THIRD PARTY USER makes a commitment to verify the revocation status of the CERTIFICATE by checking the certificate revocation list indicated by the distribution point of the certificate. In case the CERTIFICATE would come to be revoked, it falls to the THIRD PARTY USER to determine if it is reasonable to grant his trust to the CERTIFICATE. The responsibility of CERTINOMIS can be on no account committed in case of revocation of the CERTIFICATE.

The THIRD PARTY USER makes a commitment to have a computing equipment being capable of validating the CERTIFICATES and certificates revocation lists.

The THIRD PARTY USER makes a commitment to check that the CERTIFICATE issued by CERTINOMIS is referenced at the level of security and for the trust services required by the application.

The THIRD PARTY USER recognizes that the CERTIFICATES issued by CERTINOMIS are worth proof of the authenticity of the identified entities.

#### 6 Limitations of warranty and liability

CERTINOMIS assumes no commitment and no responsibility as for the shape, the smugness, the accuracy, the authenticity, the forgery or the legal effect of documents provided with CERTIFICATE request by the CUSTOMER.

Under no circumstances will CERTINOMIS in any way intervene in the contractual relations that may be established between the CUSTOMERS, AGENTS or BENEFICIARIES and the THIRD PARTY USERS of the said CERTIFICATES.

CERTINOMIS assumes no commitment neither responsibility as for the consequences of the delays nor the losses that any electronic messages, letters, documents could undergo in their transmission, neither any changes nor other errors which can occur in the transmission of any electronic communication.

CERTINOMIS cannot be held liable in the event of the compromise of the private key belonging to the AGENT or BENEFICIARY. CERTINOMIS is not entrusted with the safekeeping and/or protection of the BENEFICIARY's private key, for which the latter is personally responsible.

The parties formally agree that under no circumstances can CERTINOMIS be held liable if the AGENT or BENEFICIARY has not carried out the certificate revocation request in compliance with the provisions contained herein.

#### 7 Applicable CP

The OIDs of the CPs applicable for the present GUT are:

1.2.250.1.86.2.3.7.22.1 ; 1.2.250.1.86.2.3.7.23.1 ; 1.2.250.1.86.2.3.7.20.1 ; 1.2.250.1.86.2.3.8.22.1 ;

1.2.250.1.86.2.3.8.23.1 ; 1.2.250.1.86.2.3.8.20.1 ;

8 Privacy policy

The personal data relative to the AGENT and BENEFICIARY that are submitted and held by CERTINOMIS as part of the CONTRACT are compliant with the applicable substantive law in terms of personal data and cannot be disclosed without having obtained the prior consent of the AGENT or BENEFICIARY

The AGENT and the BENEFICIARY can access, rectify, update or delete their personal data through the electronic address indicated within the framework of the procedures available on the website [www.certinomis.com](http://www.certinomis.com) in the event that they are inaccurate, incomplete or outdated.

Through the electronic address indicated within the framework of the procedures available on the site [www.certinomis.com](http://www.certinomis.com), the AGENT and BENEFICIARY can, at their request, oppose the processing of their personal data for the purposes of prospecting or commercial actions benefiting the holder of the personal data, relative to similar products or services offered by CERTINOMIS.

Under no circumstances will CERTINOMIS in any way intervene in the contractual relations that may be established between the CUSTOMERS, AGENTS or BENEFICIARIES and the THIRD PARTY USERS of the said CERTIFICATES.

9 Refund policy

The commercial policies of CERTINOMIS are defined by the terms of sale annexed with the CERTIFICATE request or to the applicable contract.

10 Applicable law, dispute resolution

In case of dispute related to the interpretation, formation or performance of the present policy, and in the absence of an amicable agreement or settlement, the parties confirm the formal and exclusive competence of the Paris courts, notwithstanding multiple defendants, summary order and activation of guarantees or protective measures.

In case of dispute related to the interpretation, formation or performance of the present policy, the parties confirm the formal and exclusive competence of the French law.

11 Repository licenses and audit

Licenses and audits granted to CERTINOMIS are published on LSTI web site: <http://www.lsti-certification.fr> and also on the DGME web site: <http://references.modernisation.gouv.fr/trust-service-status-list-tsl>

**SIGNATURES, APPROVALS**

I THE UNDERSIGNED CONFIRM HAVING REVIEWED AND ACCEPTED THE PRESENT GENERAL USAGE TERMS.

ON:...../...../..... IN: .....

SIGNATURE OF THE CERTIFICATE BENEFICIARY