

**General Terms and Conditions (T&C) of PrimeSign GmbH for Qualified Electronic Certificates (version 1.1.1)****1. Subject**

These terms and conditions regulate

- the conditions in conjunction with the issuance of qualified electronic certificates,
- the provision of miscellaneous services by primesign (public certificate register, revocation service),
- the signatories duties in conjunction with the secure handling of certificates.

**2. Issuance of Certificates****2.1. Signature-Contract**

When the certificate is issued to the signatory, the signatory concludes the signature-contract with the trust service provider „PrimeSign GmbH“ (primesign).

In conjunction with the conclusion of the signature-contract the following documents (in the current version at the time of conclusion of the contract) are integral part of the contract:

- the representational T&C for qualified certificates (<http://tc.prime-sign.com/agb>),
- the Certificate Policy (CP, <http://tc.prime-sign.com/cps>),
- the Certificate Practice Statement (CPS, <http://tc.prime-sign.com/cps>),
- quotations provided by primesign.

These documents are provided electronically online, ready for delivery on demand by primesign under the given address.

**2.2. Legal Basis**

The legal basis for the application, process of issuing and usage of qualified electronic certificates are the eIDAS Regulation<sup>1</sup>, the Austrian Signature and Trust Services Act<sup>2</sup> as well as the Austrian Signature and Trust Services Regulation<sup>3</sup> in the current version.

**2.3. Proof of Identity**

primesign verifies the identity of the signatories by means of an official photo ID or by another proof of equivalent reliability, that is or will be documented. Representatives of legal entities must also provide evidence of the existence of the power of authority.

**2.4. Registration Authorities**

primesign may conduct the identity verification and issuance of certificates either by itself or by using primesign authorized Registration Authorities (RAs). These are authorized to act on behalf of primesign in connection with the issuance of qualified certificates.

**3. Costs and Payment**

The issuance, provision and use of certificates are usually chargeable. The provision of the directory service and the revocation and suspension service is free of charge.

The respective prices are to be taken from specific offers from primesign. The costs for issuing, providing and using the certificate are borne by the signatory (signatory is invoice recipient) or an organization (organization is invoice recipient and bears the costs for issuing, providing and using the certificates).

Due date of costs are given in the offer.

---

<sup>1</sup> REGULATION (EU) No 910/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

<sup>2</sup> Austrian Federal Law on Electronic Signatures and Trust Services for Electronic Transactions (Signatur- und Vertrauensdienstegesetz – SVG)

<sup>3</sup> Austrian Regulation on electronic signatures and trust services for electronic transactions (Signatur- und Vertrauensdiensteverordnung – SVV)

### **3.1. Default of payment**

Any delay in payment by the invoice recipient entitles primesign to deactivate the use of the certificate until payment of any fees due. In such cases, primesign shall inform the invoice recipient of the deactivation and set a reasonable grace period for the payment of due fees. If this grace period expires without payment, primesign is entitled to revoke the certificate for good cause.

### **3.2. Consideration of Paid Fees**

In the event of termination of the signature-contract by the signatory for any unreasonable cause and in the event of cancellation or revocation by primesign for cause, there is no right for reimbursement of any fees paid.

## **4. Contract Duration and Termination**

### **4.1. Contract Start, Duration, and End**

The signature contract starts with the issuance of the requested certificate. The term of the contract is limited to the validity period of the issued certificate. After the expiry of the validity of the certificate, the contract ends.

### **4.2. Termination by the Signatory**

The signatory may withdraw from the signature-contract. Withdrawal by revocation can be done in person at any authorized primesign Registration Authority or by contacting the primesign revocation service by disclosing the revocation password (chosen by the signatory during certificate application). Revocation by third parties is possible in accordance with Section 6.2. A certificate shall remain valid until the day of termination unless a revocation or a suspension of the certificate takes place earlier.

### **4.3. Termination by primesign**

primesign shall be entitled to terminate the signature contract immediately without notice in the event of a breach of a significant obligation of the signatory arising from the agreement. The same applies mutatis mutandis to the signatory in case of breach of a material obligation arising from this agreement by primesign. As such reasons, in particular, those mentioned in the section "Revocation by primesign" of these terms and conditions come into consideration.

## **5. Privacy**

### **5.1. Processing of personal Data**

primesign is authorized to process all data necessary to identify the signatory and to bill for the services provided. The signatory is obliged to provide all requested documents (depending on the identification process, this can be an official photo ID, a national electronic identity "eID", etc.) and evidence upon request. In this context, documents and data are digitally recorded and stored, so that if necessary, the verified verification of the identity of the signatory can be retraced.

### **5.2. Duration of data storage**

All data received and generated in connection with the provision of the qualified trust services shall be stored for a period of 30 years from the end of the validity period of the certificate or, failing that, 30 years from the date of the occurrence of the relevant information.

## **6. Revocation of Certificates**

### **6.1. Revocation by primesign**

primesign is obliged to revoke certificates issued

- a) at the request of the signatory or a person authorised to represent the company or an authorised person who can prove the circumstance for a revocation and the authorization for a revocation;
- b) if a suspension has not been lifted within the specified time limit;
- c) if changes to the data certified in the certificate occur or the certificate contains incorrect data and primesign becomes aware of this;
- d) if primesign discontinues its activities and its directory and revocation services are not taken over by another trust service provider or the Austrian Union does not ensure continuation (Section 9 (3) SVG);

- e) if the supervisory authority orders a revocation or causes the suspension of the certificate primesign uses for the issuing of certificates;
- f) if there is a reasonable suspicion that the certificate could be misused;
- g) if the signature contract or commercial agreement has been terminated;
- h) if the algorithm used as the basis of the signature has been broken.

## **6.2. Right of revocation by third parties**

If a certificate is assigned to an organization, a revocation can be made by a third person nominated by the organization. An assignment to the organization is given if the issuance of the certificate is related to the organization and the costs for issuance, provision, and use of the certificate are borne by the organization.

## **7. Revocation Obligation of the Signatory**

If changes to the data certified in the certificate occur, the signatory is obliged to request the revocation of the certificates without any delay. A change of the Email address, optionally entered into the certificate, causes no revocation obligation.

## **8. Liability of primesign**

### **8.1. Liability according to Article 13 eIDAS-Regulation**

primesign shall be liable to any natural or legal person for intentional or negligent damages resulting from a breach of the obligations set forth in this regulation.

In the case of primesign as a qualified trust service provider, intent or negligence are assumed, unless primesign proves that damage has occurred without primesign acting intentionally or negligently.

### **8.2. Limitation of Liability according to Article 13 Para 2 eIDAS-Regulation**

If primesign sufficiently informs its customers in advance of any restrictions on the use of the services they provide, and if these restrictions apply to third parties, primesign shall not be liable for any damage resulting from the use of the services beyond these limitations.

### **8.3. Liability for consequential Damages**

primesign cannot be held liable for any damage caused to the signatory or to third parties due to the inability to create a digital signature at any given time.

## **9. Final Provisions**

### **9.1. Specific Regulations**

Terms and conditions of the signatory are not applicable.

### **9.2. Changes to these Terms and Conditions**

Amendments to these terms and conditions which subsequently interfere with the contractual rights and obligations of the contracting parties shall be proposed to the signatory with the simultaneous possibility of objection. If the signatory does not object within 6 weeks, changes are considered to be accepted. primesign will inform the signatory of the right to object.

### **9.3. Formal Requirements**

Changes and additions as well as all contractually relevant declarations and agreements to the signature contract as well as the changes to this clause must be made in writing.

### **9.4. Reception of Statements**

Statements made by primesign sent to the last contact information (Email address, mobile phone number) given by the signatory shall be deemed to have been delivered to the signatory.

**9.5. Applicable Law**

The contractual relationship between the signatory and primesign is subject exclusively to Austrian law. Place of fulfilment is Graz. Rules that refer to foreign law are not applicable. The applicability of the UN Sales Convention is expressly excluded.

**9.6. Jurisdiction**

The place of jurisdiction for disputes with entrepreneurs is agreed to be the competent court at the headquarters of primesign. The local jurisdiction for disputes with consumers results from § 14 Austrian consumer protection law.