



GENERAL TERMS AND CONDITIONS

on the Signature Service

A Signature Service

1 Scope of Services

1.1 These General Terms and Conditions on the Signature Service apply to any and all services provided by TC TrustCenter GmbH – hereinafter called TC TrustCenter. The signature cards used for the Signature Service are chip-cards with a qualified electronic certificate of an accredited certification service provider complying with the German Signature Act.

1.2 The services to be performed by TC TrustCenter are described exclusively by this Agreement and its respective Attachments ("Services"). The Agreement includes the (a) Order Form, (b) the Service Description and (c) these General Terms and Conditions on the Signature-Service, whereas amendments and agreed Change requests are Attachments. In the event of any conflicts between the individual components of the Agreement the first-named component shall have priority over any component named subsequently, unless the subsequent component expressly determines otherwise.

1.3 If the Signature Service is used for an application or purpose which requires the use of qualified electronic signatures by law, TC TrustCenter represents that the Signature Service generates qualified electronic signatures. TC TrustCenter is not obliged to fulfil any other legislative or regulatory or performance requirements in relation to electronic signatures in respect of the Signature Service provided under this Agreement.

2 Transmission of Data

2.1 TC TrustCenter's directory of certificates transmits the data stated in the certificate automatically to all who call it up. This transmission is carried out globally.

2.2 TC TrustCenter will only obtain, process and utilise the personal and organisation-related data which is necessary for the issuance of a certificate and the listing in the directory of certificates. Data transferred to or signed by TC TrustCenter may be downloaded within one month.

2.3 TC TrustCenter will not transmit the data contained in certificates to third parties for advertising purposes. TC TrustCenter does not make any further commercial use of the data obtained in connection with an application for a certificate.

2.4 TC TrustCenter undertakes to keep all personal and organisation-related data which is not included in the certificate secure from unauthorised access. TC TrustCenter reserves its right to mention an organisation as a customer.

3 Obligations of co-operation of the customer

3.1 The Customer shall ensure that one or more member(s) of the Customer's organisation will be registered in a Signature Act compliant way by TC TrustCenter. This applies to any new certificate application, including an application for certificate renewal or a new application after a revocation or expiration of a valid certificate.

3.2 The Customer shall send TC TrustCenter a Signing Authorisation Document allowing the use of Signature Act compliant chip-cards by TC TrustCenter.

3.3 The Customer shall inform TC TrustCenter immediately about any changes concerning a given authorisation, particularly about any revocation of a given authorisation.

3.4 The customer shall provide to TC TrustCenter all information necessary for the provision of the goods and services to be provided. A verification by TC TrustCenter of the validity of the information provided shall only take place in relation to clear mistakes and incompleteness, unless a further examination is agreed.

3.5 The customer shall protect the provided log-in data such as user name and password sent by TC TrustCenter against misuse by a third party.

3.6 The customer shall inform TC TrustCenter immediately in writing of any disruption to goods and services used. The duty to inform shall relate to all detailed circumstances of the event as well as the form and the effects of any disruption. The customer shall, to a reasonable extent, assist in the analysis and rectification of any disruption.

B Contractual Relationship

4 Scope

4.1 Deviating, opposing or supplementary general terms and conditions will not form part of the contract even if TC TrustCenter are aware of them, unless TC TrustCenter clearly agrees in writing.

4.2 The law in force of the Federal Republic of Germany is applicable for these General Terms and Conditions, expressly excluding international private law and the UN Treaty on International Sale of Goods.

4.3 The customer shall be notified in writing of any modification of these General Terms and Conditions. Such modifications are deemed to be accepted if the customer does not oppose in writing. The customer must inform TC TrustCenter within six weeks in writing after notification of modification in the event that the customer opposes the modification.

4.4 The invalidity of one or more provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions of these General Terms and Conditions.

5 Conclusion of Contract

5.1 The services and offers of TC TrustCenter are solely based on these General Terms and Conditions which shall also apply, without having been specifically agreed again, to all future business.

5.2 All details in brochures, advertisements or equivalent on the services of TC TrustCenter also including prices are non binding and subject to confirmation in writing. Technical modifications are acceptable within reasonable limits.

5.3 By sending a signed order form to TC TrustCenter the Customer is making a legally binding offer which TC TrustCenter will accept in written form. No order is binding upon the parties until the customer's order has been accepted in writing by TC TrustCenter. The parties acknowledge and agree that the terms and conditions in this Agreement will supercede any terms and conditions contained in any order form submitted by the customer to TC TrustCenter.

5.4 If the service has been ordered from TC TrustCenter's websites, the agreement will be saved by TC TrustCenter and, upon request, will be sent to the customer along with these Terms and Conditions via email.

6 Place of Jurisdiction and Written Form

6.1 In so far as the customer is a business customer, or if the customer is a public corporation or public asset, the exclusive place of jurisdiction for all legal disputes arising from or in connection with this agreement is Hamburg.

6.2 All modifications or supplements of contractual agreements shall be made in writing for evidence purposes. This also applies for the requirement of the written form itself. The requirement for the written form shall be adhered to by utilising the digitally signed form.

C Terms of Payment

7 Prices

7.1 All prices stated by TC TrustCenter are exclusive of value added tax, which will be added at the applicable rate.

7.2 In the event that the period from the date of the formation of the contract to the agreed date of performance or delivery of goods or the date of performance or delivery of goods desired by the customer and accepted by TC TrustCenter exceeds 4 months, the prices on the date of performance or delivery shall apply. If the prices agreed to in the contract are exceeded by more than 10 per cent, the customer shall be entitled to terminate the contract.

8 Payment

8.1 The service will be invoiced at the beginning of each service period. Invoices amounts are due within 14 days from the date of the invoice.

8.2 The contractual parties may only deduct from claims which are legally final or undisputed.

8.3 In the event that the Customer is in default with payment, TC TrustCenter may demand interest from the start of the default not less than eight percent per year above the German statutory interest rates. Furthermore, TC TrustCenter reserves the right to make further claims based on damage resulting from default.

8.4 In the event that TC TrustCenter becomes aware of a substantial deterioration in the economic position of the Customer after the conclusion of this Agreement, TC TrustCenter may provide any goods and services subject to pre-payment or the prior provision of security. If such pre-payment or security is not provided after the expiry of a reasonable period of two weeks, TC TrustCenter may withdraw from the Agreement in whole or in part and/or demand damages instead of performance or reimbursement of expenses.

8.5 The assignment of claims is only allowed with the prior written approval of the other party to the contract, which shall not be unreasonably denied. A right of retention is only valid for opposite claims of the respective contractual agreement.

D Diversification of Risks

9 Warranty

9.1 TC TrustCenter warrants that the provided services have the contractually agreed capabilities. Such shall be determined finally and exclusively in terms of the actual contractual Agreements between the Parties as to the characteristics, nature and type of goods and services. The acceptance by TC TrustCenter of any additional warranty or guarantee with respect to the Services will be exclusively determined by the issuance by TC TrustCenter of a separate and written declaration of guarantee which is expressly labelled as a declaration of guarantee.

9.2 Defects which reduce the value or merchantability of the performance results or the delivered goods in an immaterial way, shall not be taken into account. An immaterial defect shall exist in particular if the defect can be rectified by the customer itself quickly and with minimal expense.

9.3 The term of warranty is one year starting from the date of acceptance. If the customer has not notified TC TrustCenter of the defect in due time, no warranty term is applicable.

9.4 TC TrustCenter shall accept no warranty for disruption to performance of TC TrustCenter insofar as such is not related to fault on the part of TC TrustCenter and results from:

- a) actions by the Customer or third parties in relation to the technical equipment of TC TrustCenter,
- b) the technical facilities or infrastructure of the Customer,
- c) the defective, incorrect or negligent use of goods and services of TC TrustCenter,
- d) failure to comply with or use the instructions and conditions in the description of the goods and services or other product information or
- e) labour disputes, force majeure, war, unrest or other circumstances unavoidable for TC TrustCenter.
- f) changes to the performance results or other interferences with or intrusions in the performance results by the Customer or third parties for whom the Customer is responsible.

9.5 If any defect occurs, the Customer shall give notice of such immediately in writing clearly, providing details necessary for the identification of the defect. Insofar as the Customer does not give any notice of defect within seven calendar days after receipt of the goods or detection of the defect, such shall be deemed to be an unreserved approval. The Customer shall support TC TrustCenter to a reasonable extent in rectifying defects. TC TrustCenter shall rectify defects within a reasonable period of time.

9.6 TC TrustCenter will, in the first instance, fulfil its warranty obligations in cases of defects notified in a timely manner by way of subsequent performance or delivery whereas TC TrustCenter shall, within a reasonable time period and at its own choice, rectify the defect or the perform the service again.

9.7 In the case of defect the Customer may exercise the statutory rights to withdraw from the contract, act itself and demand reimbursement of the related expenses, reduce the price, claim damages or reimbursement of expenses only after TC TrustCenter has been given a reasonable period of time for subsequent performance in accordance with clause 6.5 and TC TrustCenter has been given notice that the Customer will refuse subsequent performance after the expiry of the reasonable period of time and the subsequent performance has not taken place within this period. A failed rectification according to statutory warranty provisions shall apply provided that a failure of subsequent performance shall occur at the earliest after the third failed attempt at rectification pursuant to clause 6.5. Any claim for damages or reimbursement of expenses is furthermore only possible if the preconditions of clause 7 ("Liability") are also fulfilled.

9.8 TC TrustCenter may demand reimbursement for expenses insofar as TC TrustCenter has been active in relation to a notification of defect even if no defect existed and even if the Customer has not duly proven a defect in goods and services of TC TrustCenter in terms of clause 6.4.

10 Liability

10.1 TC TrustCenter shall be liable for intentional and grossly negligent breaches of duty by TC TrustCenter, its legal representatives or management as well as for their culpably negligent breaches of duty leading to death, personal injury or injury to health. TC TrustCenter shall be liable to an amount limited to the typical foreseeable damage for the fault of other agents as well as in the cases mentioned before.

10.2 Otherwise, TC TrustCenter shall be liable for minor negligence only insofar as such breach of duty leads to death, personal injury or injury to health or to an amount limited to the typical foreseeable damage in cases of minor negligent breaches of a obligatory duty. The provisions of the Law of Product Liability Act shall remain unaffected.

10.3 Unless otherwise expressly agreed in writing, for the purposes of this clause 10 the respective order value shall be deemed to be the typical foreseeable damage and in cases of ongoing obligations the annual order value shall apply.

10.4 Except in cases of wilful acts the liability of the Parties for loss of profit, indirect or consequential loss and other types of pure financial loss is excluded.

10.5 The Customer may claim damages instead of rectification or compensation for expenses in accordance with its statutory rights only after TC TrustCenter has been given a reasonable period of time within which to perform or provide subsequent rectification and TC TrustCenter has been given notice that the Customer will refuse rectification or subsequent rectification after the expiry of the reasonable period of time and the rectification or subsequent rectification has not taken place within this period.

10.7 The above clauses shall apply to all claims for damages based on whatever legal grounds, but in particular for liability related to torts.

10.8 TC TrustCenter shall not be liable for the loss of data and/or programs as far as the damage is due to the fact that the customer has not run data back-up in order to ensure that lost data can be recovered with reasonable efforts.

10.9 The Customer shall immediately give written notice of any damage or loss justifying the Customer claiming damages. The Customer shall undertake reasonable measures to protect against damage and limit damage. In particular, the Customer shall protect its data base against destruction or loss by way of the normal security measures and shall use reasonable security measures in terms of the state of the art to protect such against external influences, in particular against damaging software or other phenomena which could endanger individual data or a complete data base. The liability for loss of data shall be limited to the typical expenses for recovery resulting from the normal compliance with the above security measures.

E Term and Termination

11.1 During the contract period of the ordered quota or prior to its exhaustion, the contract cannot be terminated by either party.

11.2 After expiry of a quota, the Customer may request a follow-up quota. If such a request is not filed and the Customer retrieves additional signatures

- a) either one month after expiration of the contract period
- b) or a quantity of over 5 %

of the requested quota, this represents a follow-up quota of the previously ordered one. This is to ensure uninterrupted and unlimited continuation of services described in this offer.

11.3 After termination of the contract, TC TrustCenter will block access to the signature service. The chip card and the respective PIN letter are passed over to the certificate holder if the certificate holder does not block the chip card.

11.4 The right of contract termination without notice for important reasons remains untouched. Such reason is especially present in cases where the Customer files for bankruptcy or has initiated insolvency proceedings or has in other ways severely violated its contractual duties.

11.5 Since qualified certificates must remain in the certificate directory after revocation and since the Customer has requested user quotas in the sense of an application service provision, no refunds of submitted payments can be made in case of cancellation or withdrawal.

F Special Conditions on TC Time Stamp

12.1 In addition to Clause 1.1 these General Terms and Conditions on the Signature Service apply to any and all services provided for the TC Time Stamp service in the case of such an agreement. The signature cards used for the Signature Service are chip-cards with a qualified electronic certificate for the generation of a qualified time stamp of an accredited certification service provider complying with the German Signature Act.

12.2 Notwithstanding Clause 1.2 the agreement includes the (a) Order Form, (b) the Service Description and (c) these General Terms and Conditions on the TC Time Stamp.

12.3 Notwithstanding Clause 1.3, TC TrustCenter represents that the TC Time Stamp service generates qualified time stamps. TC TrustCenter is not obliged to fulfil any other legislative or regulatory or performance requirements in relation to time stamps in respect of the TC Time Stamp service provided under this Agreement.

12.4 Notwithstanding Clause 3, the Clauses 3.1 to 3.4 do not apply to the TC Time Stamp service.

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