



## QUALIFIED CERTIFICATES – TERMS OF USE

These Qualified Certificates Terms of Use (the “**Terms of Use**”) apply to each Qualified Certificate (a “**Certificate**”) that a legal or natural person (“**Customer**”) requests or causes Sectigo, as a Qualified Trust Service Provider (QTSP), to issue to Customer. The Terms of Use are between Sectigo and Customer. The CPS and Privacy Policy are part of the Terms of Use.

Capitalized terms have the meaning given to them in Section 10 unless otherwise defined herein.

If you accept the Terms of Use on behalf of Customer, you represent and warrant that you are acting as an authorized representative of Customer and that you are expressly authorized to bind Customer to the Terms of Use.

- 1. Requests.** Customer may request a Certificate only for itself. An authorized representative of Customer may also request a Certificate for Customer in accordance with the CPS. Customer or its representative shall provide accurate and complete information in accordance with the CPS.
- 2. Verification.** After receiving a request for a Certificate, Sectigo will review the request and attempt to verify the relevant information in accordance with the CPS. Verification is subject to Sectigo’s sole discretion, and will notify the requesting party if a Certificate request is refused. Sectigo is not required to provide a reason for the refusal.
- 3. Issuance.** If verification of a Certificate is completed to Sectigo’s satisfaction, Sectigo will issue and deliver the requested Certificate in accordance with the CPS to Customer using any reasonable means of delivery.
- 4. Certificate Lifecycle.** The lifecycle of an issued Certificate depends on the selection made by the requesting party when ordering the Certificate, the limitations set forth in the CPS, and the intended use of the Certificate. The CPS sets forth what constitutes Certificate acceptance. Customer shall cease using a Certificate and its related Private Key after the Certificate expiration date or after Sectigo revokes a Certificate as permitted by the Terms of Use and the relevant CPS.
- 5. Use of Certificates.** Customer may only use its Certificate in accordance with the CPS. When Customer generates their own set of keys, Customer will take all steps necessary to prevent the compromise, loss, or unauthorized use of a Private Key associated with a Certificate. In connection to Qualified Certificates, Customer will (i) where use of a Qualified Signature Creation Device (QSCD) is required by the CPS, only use its Qualified Certificate for electronic signatures or seals generated using the QSCD on which it is stored; (ii) if Customer is a natural person, maintain and use its Private Keys only under its sole control; and (iii) if Customer is a legal person, maintain and use its Private Keys only under its control and direction. If Customer generates its Private Keys, Customer will generate its Private Keys using an algorithm as specified in ETSI TS 119 312 and in accordance with the CPS. If Private Keys have been compromised or the Certificate has been revoked, Customer shall immediately and permanently discontinue use of the Private Keys in accordance with the CPS.
- 6. Obligations and Representations of Customer.** Customer agrees, represents and warrants that:
  - a. Customer has read, understands, and agrees to the CPS, which is part of the Terms of Use. Customer shall not act in violation of its obligations under the CPS. Customer shall provide Sectigo with accurate and complete information in accordance with the CPS. Customer has read and understands (i) the



rights of relying parties, as set forth in the CPS, and that the Relying Party Agreement is located at the Legal Repository, and (ii) the procedures for complaints and dispute settlement that are set forth in the CPS.

- b. Customer has read, understands, and agrees to the Privacy Policy, which is part of the Terms of Use. Customer consents, for itself, its users and contacts, to provide certain required information relating to an identified or identifiable natural person (“**Personal Data**”), which is necessary when requesting or using Certificates, and which will be processed and used in accordance with the respective Privacy Policy.
- c. Customer will use the Certificate only for legal purposes and only as authorized by the CPS.
- d. Customer will immediately report in writing to Sectigo any non-compliance with the Terms of Use.
- e. If Customer is using the Certificate to secure a web domain, that it has the right to use or is the lawful owner of (i) any domain name(s) specified in the Certificate, and (ii) any common name or organization name specified in the Certificate.
- f. If Customer is using the Certificate to sign documents or other objects, that it has the right to sign such documents or objects.

**7. Restrictions.** Customer will not:

- a. Use a Certificate or act in any way not permitted by the CPS.
- b. Cause the issuance of a Certificate to a region, entity, or natural person that is prohibited under applicable export control and economic sanctions laws and regulations, including those restricted by the European Commission, the United Kingdom HM Treasury’s Office of Financial Sanctions Implementation, the United States Treasury Department’s Office of Foreign Assets Control, or other applicable governmental agencies having jurisdiction over Sectigo.
- c. Impersonate or misrepresent Customer’s identity or affiliation with any entity.
- d. Provide false information or otherwise mislead to Sectigo.
- e. Use a Certificate or any related software or service in a manner that could reasonably result in a civil or criminal action being taken against Customer or Sectigo.
- f. Use a Certificate or any related software to breach the confidence of a third party or to send or to send unsolicited bulk correspondence.

**8. Revocation.** Sectigo may revoke a Certificate without notice for the reasons stated in the CPS, including if Sectigo reasonably believes that:

- a. Customer requests revocation of the Certificate or did not authorize the issuance of the Certificate.
- b. Customer uses the Certificate to post or make accessible any material that infringes on Sectigo’s or any third party’s rights.
- c. Customer breaches the Terms of Use.
- d. Customer is added to a government prohibited person or entity list or is operating from a prohibited destination under applicable law.
- e. The Certificate contains inaccurate or misleading information.
- f. The Private Keys associated with the Certificate were disclosed or compromised.



- g. The Certificate was (i) misused; (ii) used or issued contrary to law or the CPS; or (iii) used, directly or indirectly, for illegal or fraudulent purposes.
- h. The CPS requires revocation of the Certificate, or revocation is necessary to protect the rights or reputation of Sectigo or a third party.
- i. A Qualified Signature Creation Device (QSCD) used for QCP-n-qscd or QCP-l-qscd loses its certification status.

**9. Limitation of Liability.** Subject to applicable law, including Article 13 of the eIDAS regulation, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) SECTIGO AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTIOIN, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THE QUALIFIED CERTIFICATES OR THE SUBJECT MATTER HEREOF; AND (B) SECTIGO'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE QUALIFIED CERTIFICATE OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED THE AMOUNTS PAID BY OR ON BEHALF OF CUSTOMER TO SECTIGO IN THE TWELVE MONTHS PRIOR OT THE EVENT GIVING RISE TO SUCH LIABILITY, REGARDLESS OF WHETHER SUCH LIABILY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER SECTIGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NO CLAIM, REGARDLESS OF FORM, WHICH IN ANY WAY ARISES FROM THE QUALIFIED CERTIFICATE OR THE TERMS OF USE, MAY BE MADE OR BROUGHT BY CUSTOMER OR CUSTOMER'S REPRESENTATIVES MORE THAN ONE (1) YEAR AFTER THE BASIS FOR THE CLAIM BECOMES KNOWN TO CUSTOMER. This Section 9 does not limit a party's liability for: (i) death or personal injury resulting from the negligence of a party; (ii) gross negligence, willful misconduct or violations of applicable law; or (iii) fraud or fraudulent statements made by a party to the other party.

**10. Definitions.**

All definitions used in the CP/CPS are valid for this document.

"Legal Repository" means the repository of documents located at <https://www.sectigo.com/legal>