



Relying Party Agreement

Universign

RELYING PARTY AGREEMENT

Any natural or legal person (hereinafter a **“Relying Party”**) that wishes, for its own needs, to rely on a Signature or a Seal or on the information contained in a Certificate or a Timestamp is required to check the status of the Certificates used and the corresponding chain of trust.

According to its Certification Policies, the Universign Trust Network (or UTN) provides to the Relying Parties an information Service which enables the verification of the Certificates or Seals' status.

The use of the information Service is bound to the unconditional acceptance of the present Agreement by the Relying Party, which acknowledges that it has been informed of the terms of the Agreement beforehand. The use of the information Service expresses the consent to the terms and conditions contained hereinafter.

In the event of a modification of the Agreement, the UTN shall provide to the Relying Parties the updated version of the Agreement via the publication Website. The previous versions of the Agreement shall be available on simple request to the UTN.

1. DURATION OF THE AGREEMENT

The Agreement shall enter into force:

1. In the event that a Relying Party relies on an information contained in a Certificate or a Timestamp;
2. At the time of the downloading of a Revoked Certificates' List by a Relying Party;
3. At the reception by a Relying Party of an answer by the OCSP Protocol;
4. At the time of the use of an information on a Certificate's revocation.

The Agreement shall remain applicable as long as the Relying Party relies on a Certificate or a Timestamp or on the information they contain.

2. DEFINITIONS AND ABBREVIATIONS

Except when otherwise mentioned in the Agreement, the terms starting with a capital letter shall have the meaning set out in this article, and may be used in the singular or plural form, depending on the context.

- **“Certification Authority”** or **“CA”** refer to the authority in charge of the creation, delivery, management and revocation of the Certificates according to the Certification Policy;
- **“Timestamping Authority”** refers to the authority in charge of the issuance and delivery of the timestamps according to the Timestamping Policy;
- **“Electronic Seal”** or **“Seal”** refer to the process by which the origin and the integrity of the document on which it is affixed are guaranteed;
- **“Certificate”** refers to the electronic file delivered by the Certification Authority containing the identification elements of the Holder and a cryptographic key enabling the verification of the Electronic Signature or of the Electronic Seal for which it is used;
- **“Timestamp”** or **“Stamp”** refer to the electronic file delivered by the Timestamping Authority which links the representation of a data to a particular time, establishing the proof that it existed at this particular time;
- **“Timestamping”** refers to the process enabling to attest the existence of a Document at a particular time, using Timestamps;
- **“Revoked Certificates' List”** or **“RCL”** refer to the list composed of the Certificates issued by the Certification Authority, which have been revoked;
- **“Object Identifier (OID)”** refers to the unique identification numbers organized hierarchically, which enable to assess the references applicable to the certification or timestamping service, e.g. the Certification or Timestamping Policy and the Certificates' family;
- **“Certification Policy”** or **“CP”** refer to the set of rules followed by the CA in order to perform the certification Service;
- **“Timestamping Policy”** or **“TP”** refer to the set of rules followed by the Timestamping Authority in order to perform the Timestamping Service;

- “**Information Service**” or “**Service**” refer to the performance and software solutions which the UTN commits to provide to the Relying Party according to the Agreement;
- “**Electronic Signature**” or “**Signature**” refer to the process enabling to guarantee the integrity of a signed document and to manifest the consent of the Signatory which has been identified;
- “**Publication Website**” refers to the website accessible to the following address: www.universign.com;
- “**Relying Party**” refers to any natural or legal person, wishing to, for its own needs, rely on a Certificate or on a Timestamp issued by an authority of the UTN, or verify the validity of Certificates or Timestamps.
- “**Holder**” refers to any natural or legal person, identified in the Certificate and which has control on the private key corresponding to the public key held in the said Certificate;
- “**Timestamping Unit**” refers to the set of materials and software used by the TA for the creation of Timestamps. The TH is identified through a unique Timestamps sealing key;
- “**Universign Trust Network**” or “**UTN**” refer to the network of Certification Authorities and Timestamping Authorities governed by common policies established by the company Cryptolog International, a simplified joint stock company with a share capital of € 735,963, the registered offices of which are located 7, rue du faubourg Poissonnière - 75009 Paris, registered within the Trade and Companies’ Register of Paris under number 439 129 164.

3. INFORMATION SERVICE

a. UTN Certificates

The Information Service enables the verification of the status of the Certificates issued by the UTN.

The UTN Certification Authorities deliver four types of Certificates:

- Certificates tailored for natural persons;
- Certificates tailored for legal persons;
- Certificates tailored for the UTN Certification Authorities;
- Certificates tailored for the UTN Timestamping Authorities.

The UTN Certification and Timestamping Authorities are bound by the rules and operating standards listed in the policies identified in the following table. They are audited by an accredited organism according to the norm EN 319 403.

OID	Standard	Level	Description
1.3.6.1.4.1.15819.5.1.2.1	ETSI EN 319 411-1	NCP+	CP for the material root CA
1.3.6.1.4.1.15819.5.1.3.1	ETSI EN 319 411-2	Qualified eIDAS	CP for the natural persons’ Certificates
1.3.6.1.4.1.15819.5.1.3.3	ETSI EN 319 411-1	LCP	CP for the natural persons’ Certificates
1.3.6.1.4.1.15819.5.1.3.4	ETSI EN 319 411-1	LCP	CP for the legal persons’ Certificates
1.3.6.1.4.1.15819.5.1.3.2	ETSI TS 102 042	NCP +	CP for the legal persons’ Certificates
1.3.6.1.4.1.15819.5.1.1	ETSI EN 319 411-1	LCP / RGS	CP for the Timestamping Authorities
1.3.6.1.4.1.15819.5.2.2	ETSI EN 319 421	Qualified eIDAS/ RGS	Timestamping Policy

b. Terms of Service

The Service provided to the Relying Party enables:

- The use of the OSCP protocol (or Online Certificate Status Protocol) in order to verify the status of a Certificate;
- The use of the UTN Certificates Revocation Lists.

It is available, under normal conditions, 24h/24 and 7d/7 depending on the conditions set out in the Certification Policy applicable to the Certificate.

The Service enables the procurement of revocation information on Certificates either QCP-I or QCP-n, including after their expiry. In the event that the CA ceases all activities, the obligations in relation to the procurement of information on Certificates’ status shall be transferred according to the CP’s terms.

The lists of the revoked Certificates may be downloaded from the Publication Website. The CRL conform to the IETF norm RFC 5280.

The information necessary for the use of the OSCP protocol are contained within the Certificates and their extensions. The protocol is implemented according to the norm IETF RFC 6960.

4. OBLIGATIONS OF THE RELYING PARTY

The Relying Party shall insure an appropriate use of the information contained in the Certificates, and especially by:

- Verifying the adequation between its needs and the conditions and limits of use of the Certificates listed in the Agreement and the corresponding CP;
- Verifying if the Certificate complies with the legal, regulatory and normative requirements for the use intended;
- Verifying the status of the Certificate which use is intended, alongside the validity of all the Certificates of the chain of trust;
- Using the software and the adequate computerized material in order to assess the validity of the Signatures and Seals associated to the Certificates;
- Ensuring the conditions and limits of use of the Electronic Signatures and Seals associated to the Certificates.

The Relying Party is bound to ensure the appropriate use of the information contained in the Timestamps, and especially by:

- Verifying the adequation between its needs and the conditions and limits of use of the Timestamps listed in the Agreement and the corresponding TP;
- Verifying the status of the Timestamping Unit's Certificate, alongside the validity of all the Certificates of the chain of trust;
- Verifying if the Timestamping service conforms with the legal, regulatory and normative requirements for the use intended;
- Using the software and the adequate computerized material in order to assess the validity of the Timestamp.

5. USE OF THE CERTIFICATE

The use of a Certificate is made in accordance with the UTN Certification Policy under which it has been issued.

OID	Description
1.3.6.1.4.1.15819.5.1.2.1	Certification of the CA part of the UTN
1.3.6.1.4.1.15819.5.1.3.1	Electronic Signature Service
1.3.6.1.4.1.15819.5.1.3.3	Electronic Signature Service
1.3.6.1.4.1.15819.5.1.3.4	Electronic Seal Service
1.3.6.1.4.1.15819.5.1.3.2	Electronic Seal Service
1.3.6.1.4.1.15819.5.1.1	Timestamping Service

6. LIMITS OF USE

The Relying Party is informed that the risk that a private key corresponding to a public key contained in a Certificate can be jeopardized or stolen may exist, that such risk may or may not be detected by the UTN, and is also informed of the risk of the use of a key which has been stolen or jeopardized in order to falsify a Signature, a Seal, a Certificate or a Timestamp.

The UTN cannot be held liable for the fraudulent use of a private key associated to a Certificate.

The UTN cannot be held liable for the use of a Certificate which does not conform to the corresponding Certification Policy.

The UTN Certificates are not conceived or paired with an authorization enabling them to be used outside the contexts listed in the Certification Policy, i.e. Electronic Signature, Electronic Seal or Timestamping Service.

The UTN Certificates shall not be used as a proof of identity or as an electronic mean of identification according to the Regulation n°910/2014 of the European Parliament and of the Council of 23 July 2014.

The UTN and the Certification Authorities are not responsible for the evolution of the appropriateness of the use of a Certificate or of a Timestamp.

Outside of the revocation of an associated Certificate, the timestamps may be verified during a period of five years from their issuance.

The UTN cannot be held responsible for the inadequate use of Timestamps in light of the Timestamping Policy or of the associated terms of use.

In the event that the private key associated to the Timestamping Unit's Certificate is jeopardized or stolen, all the Timestamps issued by the Timestamping Unit shall be considered as unreliable.

7. CERTIFICATES' DURATION

The duration of the Certificate depends on the Certification Policy according to which they are issued.

OID	Maximum duration of the CA Certificate	Maximum duration of the Certificate issued by the CA
1.3.6.1.4.1.15819.5.1.2.1	30 years	15 years
1.3.6.1.4.1.15819.5.1.3.1	15 years	5 years
1.3.6.1.4.1.15819.5.1.3.3	15 years	5 years
1.3.6.1.4.1.15819.5.1.3.4	15 years	5 years
1.3.6.1.4.1.15819.5.1.3.2	15 years	5 years
1.3.6.1.4.1.15819.5.1.1	20 years	11 years

8. GUARANTEES

The UTN ensures to the Relying Parties the conformity of the Certificate to the corresponding UTN CP and the conformity of the Timestamp to the corresponding UTN TP applicable on the day of issuance.

9. LIMITATIONS OF GUARANTEE AND LIABILITY

Except as otherwise stated in the Agreement, the UTN shall not provide any guarantee, either express or implicit, especially any adequation guarantee to a specific use or specific requirements satisfaction guarantee to the Relying Party.

The UTN cannot be held responsible in the event of any direct or indirect damages coming from, or related to the use of a Timestamp or of a Certificate which does not conform to the corresponding Timestamping Policy or Certification Policy.

In any event, the responsibility of the UTN shall be limited, for any causes and for any damages combined, to the sum of € 150. This limit of liability shall remain the same, no matter the number of Signature, Seal or Timestamp, or claims in relation to the Certificate.

10. FORCE MAJEURE

In the event of a case of force majeure during the course of the Agreement, both parties shall be momentarily released from their respective commitments. The force majeure shall be interpreted as an unpredictable, irresistible and independent event from the will of the parties as well as any event qualified as such by the French case law.

11. NULLITY

In the event of interpretation difficulties resulting from a contradiction in between any titles and the corresponding undertaking, the titles shall be declared as null and void.

If one or several undertakings of the Agreement shall be held invalid or declared as such in accordance with the relevant law, regulation or following a final decision issued by a competent jurisdiction, the other undertakings shall remain enforceable as such.

12. APPLICABLE LAW

The Agreement is governed in its entirety by French law, whatever the location where the Agreement is performed.

13. DISPUTE RESOLUTION

In the event of a dispute arising from the Agreement, the parties shall attempt to resolve the latter through mediation before referring the dispute to a judge. The center of mediation and arbitration of Paris shall be in charge of the nomination of a competent mediator. The latter shall be solicited by the most diligent party and shall have a six-month delay in order to execute its assignment.

The parties may decide to extend such delay through a common agreement. The dispute may not be brought before a judge before the expiration of such delay, unless otherwise commonly decided by the parties. The parties commit to collaborate in good faith with the mediator.

In the absence of solution at the end of the mediation, the most diligent party may bring the dispute before the competent judge.

The consumers are informed that they have the possibility to access the service of a specialized mediator according to the conditions set out in the first title of the book six.

14. NON-TRANSFER

Unless otherwise expressly accepted by the UTN, the rights of the Relying Party according to the Agreement cannot be transferred.