

### **PKI Disclosure Agreement**

Universign Primary CA

Universign
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PUBLIC DISTRIBUTION

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This document is Primary CAs Universign PKI Disclosure Agreement. This document does not replace the Certification Policy/Certification Policy Statement (CP/CPS), that defines all the issuance conditions of Primary CAs Universign certificates. The CP/CPS is available at <a href="http://docs.universign.eu">http://docs.universign.eu</a>. Before any use of a certificate issued by a Primary CA Universign, you must read the CP/CPS.

This document is a summary of the CP/CPS main points, written in the purpose of helping the understanding of Subscribers, Certificate holders and Relying Parties.

This document IS NOT an agreement between Universign and any individual or organisation.

#### 1 Contact person

Universign Cryptolog International 6-8, Rue Basfroi, F-75011 Paris, France contact@universign.eu

# 2 Certificate Family, validation procedure and certificate usage

Within the UTN (Universign Trust Network), a Primary CA shall only issue certificates in conformity with Section 7 of the CP/CPS. Primary CAs deliver only two familly of certificates:

- certificates for Hardware Subordinate CA;
- certificates for Software Subordinate CA.

#### 2.1 Identification and Validation

Issued certificates aimed at identifying:

 Hardware Subordinate CA, in conformance with ETSI 101 456 or ETSI 102 042 or equivalent, delivering certificates for private keys generated and used in hardware cryptographique device in conformance with Appendix A of the CP/CPS.

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• Software Subordinate CA, in conformance with ETSI 101 456 or ETSI 102 042 or equivalent, delivering certificates for private keys with no requirements on the generation or use in hardware cryptographique device.

Universign set up reasonnable mean to identify, during the registration process, the person and entity or organisation and to validate the information present in the issued certificates (see CP/CPS Section 3). Physical person identity is checked against official ID card or passport during a face-to-face meeting. Organisation identity is checked against official registration documents. Requirements relative to Subordinate CA are checked against the PC and DPC of the Subordinate CA and the result of an independant audit.

#### 2.2 Registration Procedure

Universign performs certificate's holder registration process and certificate issuance in conformance with Sections 4.1, 4.2 and 4.3 of the CP/CPS.

#### 3 Reliance limits

By this document, Relying Party is informed, first, that the private key associated to the certificate, which he vants to rely on, can potentially be stolen or compromised. This event can potentially not be immediatly detected, even if Universign takes all the reasonable measure to avoid such event. Thus, the Relying Party is informed of the potentiality of the use of a theft or compromised key to produce fake signature is possible.

Secondly, the Relying Party is informed that Universign cannot be held responsible for an inadequate use of a certificate with regards to the conditions defined in the CP/CPS.

### 4 Obligations of subscribers

Subscriber's obligations are defined in the Subscriber Agreement.

### 5 Obligations of relying parties

Relying Party obligations are defined in the Relying Parties Agreement

#### 6 Limited warranty and disclaimer of liability

Limitations are exposed in the Subscriber Agreement and in the Relying Parties Agreement.

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## 7 Applicable agreements, certification practice statement, certificate

Applicable documents are available at the address <a href="http://docs.universign.">http://docs.universign.</a>
eu:

- the CP/CPS;
- the Relying Parties Agreement.

On demand, the Subscriber Agreement is provided by Universign.

### 8 Privacy policy

Universign takes all the necessary measures so that personal data are protected and stored confidentially according to the French law #78-17 of January 6th 1978 (See Section 9.4 of the CP/CPS).

#### 9 Refund policy

Universign does not apply a refund policy, in the limit of the applicable laws. See the Subscriber Agreement.

## 10 Applicable law, complaints and dispute resolution

IN CASE OF LITIGATION BETWEEN THE PARTIES RESULTING FROM THE INTERPRETATION, APPLICATION AND/OR EXECUTION OF THE CONTRACT, AND IN THE ABSENCE OF MUTUAL AGREEMENT BETWEEN THE AFOREMENTIONNED PARTIES, THE ONLY COMPETENT JURISDICTION IS THE PARIS TRIBUNAL OF COMMERCE.

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## 11 CA and repository licenses, trust marks and audit

Primary CAs audits are performed in conformance with ETSI/TS 102.042 on regular basis by independant auditor (See CP/CPS Section 8).