



GENERAL CONDITIONS OF USE

V0220

These General Conditions of Use (hereinafter the “**General Conditions of Use**” or “**GCU**”) are exclusively intended to define the conditions of access to Services and the use of the User Account offered by the company Cryptolog International, a simplified joint-stock company with a share capital of €735,963, located at 5-7 Rue du Faubourg Poissonnière, 75009 Paris, Paris Commercial Registry No 439 129 164 (hereinafter “**Universign**”).

DEFINITIONS

Unless otherwise provided for, the terms beginning with a capital letter will have the meaning as defined in this article and may be used both in the singular and in the plural, depending on the context.

Administrator: refers to a User with an Account granted specific rights.

API: refers to the IT interface allowing for access to the Service.

Electronic Seal: refers to a process allowing for the origin and integrity of the Document to which it is affixed to be guaranteed.

Client: refers to a natural or legal person (i) having subscribed to the General Conditions of Sale – SaaS, or (ii) having signed a separate commercial agreement with Universign.

-to be able to personally use the Services and/or;

-to have these used by their employees or subcontractors and/or;

-to make these available to third-party Users as part of transactions involved in the commercial or extra-commercial relations they have with said Users.

User Account or Account: refers to the IT resources assigned to the User by Universign and which allow them to access the Service.

General Conditions of Use (or GCU): refers to the general conditions of use applicable to all Services provided by Universign. These are available on the Website.

Specific Conditions of Use (or SCU): refers to the specific conditions of use for the Service they govern. They are available on the Website.

Electronic Document or Document: refers to a set of structured electronic data which may be subject to processing by the Service.

Documentation: refers to the functional and technical documentation provided by Universign as part of the use of the Services.

Data: refers to the set of information and data transmitted by the Buyer, generated by the commissioning of the Service or processed therein.

Personal Data: refers to the set of personal information and data transmitted by the Buyer to Universign as required for performance of the Services.

Timestamping: refers to a process allowing for it to be certified that a Document existed at a given time, through the use of Timestamps.

Login Details: refers to the specific characters with which the User connects to the Service.

Updates: refers to the successive versions of the Platform, offering technical and/or functional improvements, provided by Universign. Updates incorporate all changes made to the Platform, in order to update it with regard to regulatory developments or changes affecting the operating environment.

Platform: refers to the technical infrastructure composed of the set of equipment, software package, operating system, database and environment managed by Universign or its subcontractors on which the use of the Software Package will be carried out. This allows for provision of Service in SaaS mode. It is remotely available directly via the internet on the Website, or via a smartphone or tablet.

Software Package: refers to a set of programs, procedures and rules, and, where applicable, documentation relating to the functioning of an information processing system.

SaaS (Software as a Service): refers to the mode of access to the Service. This access is carried out remotely via the internet by connecting to the shared Platform, hosted on Universign’s servers and those of their subcontractors.

Service(s): refers to the Electronic Signature, Electronic Seal or Timestamping service(s), as well as the associated services which Universign commits to provide to the User in SaaS mode.

Signatory: refers to the natural person who wishes to conclude or has concluded a Transaction with the Client via the Service.

Electronic Signature or Signature: refers to a process allowing for the integrity of the signed Document to be guaranteed and to demonstrate the consent of the Signatory it identifies.

Website: refers to the website <http://www.universign.com>.

Transaction: refers to the process between the Buyer and a third party, during which an Electronic Document offered by the Buyer is signed, through the use of the Service.

User: refers to a user of the Services who may be, depending on the specific case, a Client, their employees or subcontractors, or a third-party Signatory allowed to use the Services as part of their provision by a Client.

ARTICLE 1 – PURPOSE

These General Conditions of Use, together with the Specific Conditions of Use inherent to the Services concerned, define the conditions applicable to Services accessible via the Website or the API.

ARTICLE 2 – CONTRACTUAL DOCUMENTS

The contractual documents which are binding on Users as part of the use of the Services are as follows, in order of priority (hereinafter “Contractual Package”):

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- The policies relating to the Service published on the Website;
- The SCU for the Service used by the User and/or the subscription agreement for certification services;
- These GCU.

In case of any contradiction between one or several provisions included in the aforementioned documents, the higher-ranking document will prevail.

Universign reserves the right to modify these General Conditions of Use at any moment, with no prior notice.

The applicable General Conditions of Use, as well as their previous versions, remain permanently accessible on the Website, in a format which may be printed and/or downloaded by the User.

ARTICLE 3 – ACCEPTANCE

Before any use of the Service, the User recognises:

- Having read the applicable GCU and SCU;
- Having the legal capacity and/or authorisation to commit to the applicable GCU and SCU;
- Having accepted the applicable GCU and SCU without reserve.

The User confirms their acceptance by clicking on the checkbox on the Website when creating a User Account or prior to the Electronic Signature of a Document via the Service.

They are informed that their commitment does not require a handwritten or electronic signature.

ARTICLE 4 – USER ACCOUNT

4.1. – Creation of a User Account

The User Account is created by the User. They may be invited to create an account by an Administrator holding specific rights. The Administrators may access the User Accounts of Users they have invited to join, deactivate these, and view the Documents associated with these Accounts. Different or additional conditions of use may be applicable to User Accounts assigned by an Administrator.

Access and use of the Service requires the creation of a User Account.

The User may create a User Account to benefit from the Service, as long as they have:

- Suitable IT equipment to access the Service;
- A valid personal email address (for which they control access).

4.2. – Login Details

To access their User Account, the User will have to authenticate themselves through Login Details which they may freely determine at the time of the Account's creation.

These Login Details are strictly personal. They must fulfil security criteria established by Universign and may not be communicated to third parties under any circumstances.

It is expressly recalled that Universign will never ask the User to communicate their Login Details, for any reason, and that any such request should be considered as fraudulent.

The User is entirely responsible for the preservation and use of their Login Details. They will take all necessary means to prevent unauthorised or fraudulent use of their User Account.

In the event that the User observes or suspects any unauthorised or fraudulent use of their Login Details, or any other security breach, they must immediately alert Universign via the support service accessible on the Website.

Upon receipt of this notification, Universign will proceed to deactivate the User Account within a reasonable period of time.

Any access to the User Account via their Login Details is deemed to have been made by the User. The User is responsible for all actions carried out through their Account, including access and use of the Service via API, and releases Universign from any liability in case of damage caused to the User or to a third party through these actions.

Article 4.3. – Use of the Service

The User undertakes to provide Universign with exact information for the use of the Service. The User is forbidden from any abnormal, abusive or fraudulent use of the Service. In particular, the commit to access the Service via API in a way which complies with the Documentation.

More generally, the User is forbidden from carrying out any activity via the Service which would be in disagreement with the laws and regulations applicable to them.

Non-compliance with the conditions of use for the Service will engage the sole liability of the User, notwithstanding the immediate deactivation of their User Account or any liability action that Universign reserves the right to exercise.

4.4. – Service Quality

Universign strives to provide a Service in compliance with the applicable policies available on the Website.

4.5. – Delivery and changes to the Service

The Service is delivered in SaaS mode (Software as a Service). It is subject to regular Updates which seek to improve its quality and/or features for all Users.

Universign reserves the right to supplement or modify the Service at any time, based on changes to technology, and will inform Users by any means.

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These Updates will be considered as part of the Service and will be subject to the terms set out herein.

Users are recommended to regularly consult the Website, where information on any changes made will be communicated.

Universign reserves the right to temporarily limit access to the Service, without prior notice or any compensation, including to carry out Updates, maintenance operations, modifications or changes to operating methods or accessibility hours, with this list being understood as non-exhaustive.

Universign is not liable for damages of any kind which may result from these changes and/or any temporary unavailability of the Website or the Service.

4.6. – Service Quality

Universign strives to provide a Service in compliance with the applicable policies available on the Website.

As a result of the nature and complexity of the Internet, and, in particular, its technological performance and response times to view, query or transfer data, Universign cannot guarantee any absolute availability of the Website or the Service.

Universign cannot be held liable for the proper functioning of the User's computing or telephone equipment, nor for their internet or mobile network access.

The User remains responsible for the telecommunication costs of their internet service provider when using the Service.

Article 5 – SECURITY

Universign commits to employ their best efforts, in accordance with the rules of its profession, to ensure the security of the Service.

As part of their access to the Service, Users are expressly reminded that the Internet is not a secure network. Under these conditions, it is the responsibility of the User to take all appropriate measures in order to protect their own Data and/or software, including from any possible misappropriation and contamination by any viruses circulating on the Internet, or by the intrusion of a third party within their information system for any purpose whatsoever, and to verify that files transmitted do not contain any computer viruses.

Universign declines any liability with regard to the spread of computer viruses, as well as for all consequences which may arise from said virus.

The User must inform Universign of any failure or malfunction of the Service or of their User Account.

If any security breach is detected, Universign will inform the User, in accordance with the applicable legal provisions. The company will indicate any measures to be taken, if necessary. It is the User's responsibility to carry out these measures.

Universign may take all emergency measures necessary for the security of the User Account and/or the Service.

ARTICLE 6 – ENTRY INTO FORCE – DURATION

These GCU are applicable from the User's first use of the Service, and for the entire duration of the use of the Services.

ARTICLE 7 – GUARANTEES

7.1. – User guarantees for the Service

The User guarantees Universign:

- That they are the holder of the necessary rights and authorisations for the creation of a User Account and the use of the Service;
- If necessary, if acting as a merchant or professional, that they comply with the obligations incumbent upon them with regard to their status as a merchant or professional, including in terms of obligatory notices.

In the absence of these guarantees, the use of the Service will engage the sole liability of the User.

7.2. – Universign guarantees

Universign guarantees the confidentiality of the Documents transmitted to it hereunder, in the conditions detailed in the article "Confidentiality".

7.3. – Guarantee limits

The User is informed that Universign shall in no case verify that the Service used corresponds to the needs and regulations applicable to the User.

Universign disclaims all guarantees, including for hidden defect, conformity with any need or usage, of proper functioning, or relating to the accuracy of information provided, and declines all liability in case of negligence on the part of Users.

ARTICLE 8 – LIABILITY

Universign's intervention is limited to a technical service, making software and technical tools available to the User which allow them to benefit from the Service.

Universign undertakes to take all reasonable care possible in the performance of the Services, in accordance with the rules of its profession and in partnership with a User, but may only be held to an obligation of means with regard to the latter.

Universign may not in case be held liable for damages other than those directly and exclusively resulting from a fault in the performance of the Service ordered, including for any indirect and immaterial damages such as the loss of profit, turnover, data or use thereof, or any other direct or immaterial damage resulting from the Service's use, delivery or performance of its delivery.

Universign's liability may not be invoked:

- In the event of illegal, misappropriated or non-conforming use of the User Account Login Details;

- In case of damages caused by the voluntary or involuntary disclosure to a third party of the User Account Login Details;
- In the event that the Service is used in a way which does not conform with the GCU, the SCU or, more generally, the policies applicable to the Services.

Should Universign's liability be retained, for whatever reason and regardless of the legal basis invoked or retained, all combined damages will be limited:

- To the amount excluding tax paid by the Client for the Service in question over the 12 (twelve) months preceding the events causing the damage;
- To the sum of 150 euros for Signatories who are not Clients.

This article shall continue to have legal effect until the amount of compensation is determined.

ARTICLE 9 – INTELLECTUAL PROPERTY RIGHTS

The parties declare that they have and retain free disposal of the intellectual property rights of elements (trademarks, name, products, logo, etc.) intended to be used as part of the Service.

Any use or reproduction, whether in whole or in part, of these elements and/or the information that they contain, by any means, by one or the other party is strictly forbidden and constitutes an infringement liable to prosecution, with the exception of any use or reproduction with the prior and express authorisation of each of the Parties.

The GCU and SCU do not imply any transfer of the intellectual property rights held by the User or Universign. The User undertakes not to download, reproduce, transmit, sell, distribute or use the content of the Service or the Website.

ARTICLE 10 – CONFIDENTIALITY

The information transmitted or collected by Universign through the use of the Service is considered confidential and may not be subject to any communication to third parties unrelated to the provision of the Service, other than for any exceptions related to the applicable legal and regulatory provisions.

This provision shall not preclude communications ordered by legal or administrative channels.

ARTICLE 11 – PERSONAL DATA

Universign implements Personal Data processing in accordance with its [Personal Data Protection Policy](#), available on the Website.

The data collected by Universign as part of the Service is preserved for the period necessary for the use of the User Account.

ARTICLE 12 – MISCELLANEOUS PROVISIONS

Force Majeure: In the event of a case of force majeure, in the usual sense as understood by the case law of French courts, Universign cannot be held liable for a breach of one of its obligations hereunder, for the duration of such an impediment.

Partial nullity: In the event of any difficulty in interpretation resulting from a contradiction between any of the titles appearing at the heading of a clause and the content of a clause, the titles will be declared not to exist.

If one of the clauses of these General Conditions of Use is considered null and void, in application of a law or a regulation, or following a court decision, it will be deemed not to have been written and the other clauses will remain in force.

Parties' independence: Universign and the User recognise that they both act on their own behalf, independently of the other. The Contractual Package does not constitute an association, franchise, partnership or employer-employee relationship, nor an authorisation given by one of the Parties to the other. Neither Party may make any commitment in the name and on behalf of the other Party. Furthermore, each of the Parties remains solely liable for their own acts, allegations, commitments, provisions, products and staff.

Parties' commitments: The User is informed that all of these applicable general conditions can be accessed on the Website, in accordance with Articles 1125 and 1127-1 of the French Civil Code.

Previous versions of the General Conditions are also available on the Website. The Parties agree that these are made available for information purposes only and do not imply any applicability for these previous versions.

It is understood that any new version of these General Conditions cancels and replaces the General Conditions previously accepted between the Parties, having the same subject and currently in progress. It will prevail over any unilateral document of either Party.

Notification: Any claim or notification from a User must be addressed to Universign by mail to their headquarters at 7 Rue du Faubourg Poissonnière 75009 Paris, or via the forms available on the Website.

ARTICLE 13 – APPLICABLE LAW AND JURISDICTION

These GCU, as well as the relation between the User and Universign thereunder, are governed by French law. This applies in both substance and form, notwithstanding the places of performance for substantive or ancillary obligations.

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Only the French version of this document is enforceable, any translation being made, by express agreement, for convenience only.

In case of any difficulties in the performance and/or interpretation of the contractual documents, and prior to the referral to the competent courts, the Parties will come together and mobilise their best efforts to put an end to their dispute.

The Users, who must imperatively be considered consumers within the meaning of applicable law, are informed that they have the right to appoint a consumer ombudsman, under the conditions provided under Title 1 of Book 6 of the French Consumer Code.

In the event of disagreement between the Parties, each shall regain full freedom of action.

Unless otherwise agreed by the Parties, the User and Universign accept to submit to the exclusive jurisdiction of the competent courts of Paris, in order to resolve any dispute relating to the validity, performance or interpretation of the GCU.

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