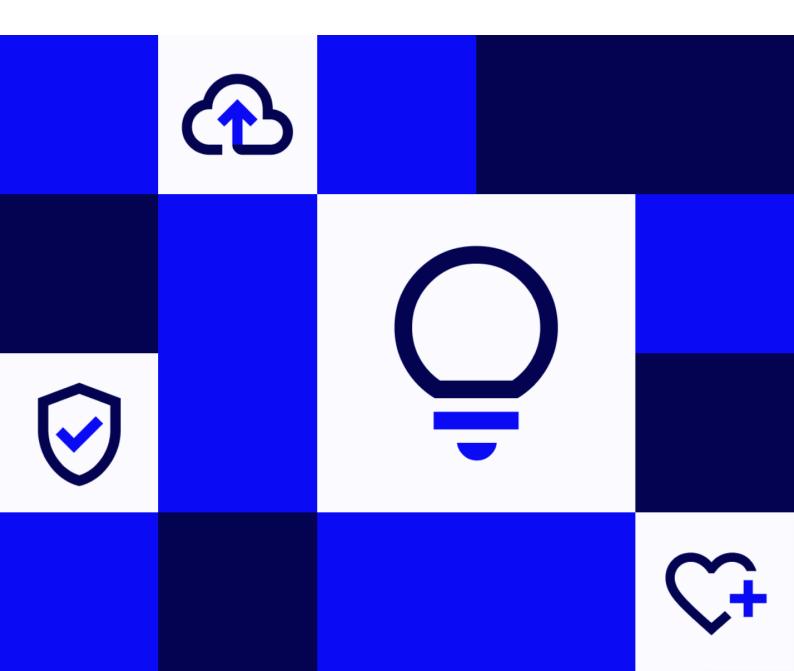# General Conditions of Use

(Personnal Account)

These Personal-Account General Conditions of Use (hereinafter the "**Personal-Account General Conditions of Use**" or "**PAGCU**") are intended to define the legal conditions applicable to the use of a personal-user account provided by the company Cryptolog International, RCS Paris no 439 129 164 (hereinafter "**Universign**").

DEFINITIONS

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

Certification Authority or CA: refers to the authority in charge of creating, delivering, managing and revoking Certificates under the Certification Policy.

Key Pair: refers to a pair of cryptographic keys composed of a private key and a public key, associated with the Certificate issued by the Certification Authority.

Electronic Seal or Seal: refers to the process which allows for the integrity of a sealed Document to be guaranteed and for the identification of said Document's origin via the Certificate used for its sealing.

Certificate: refers to the electronic file issued by the Certification Authority comprising the identification elements of its Holder and a public key allowing the verification of the electronic signature or of the Electronic Stamp for which it is used.

Qualified Certificate: refers to a Certificate meeting the requirements of Article 28 or 38 of European Regulation No 910/2014 of 23 July 2014.

Client: refers to a natural or legal person who exclusively creates, configures or manages a Workspace as part of their professional activity in order to be able to use one or several Services and who (i) has accepted the General Conditions of Sale - SaaS Universign, or (ii) has signed a specific commercial agreement with Universign or one of its Partners in order to use one or several Services, as applicable.

User Account (personal account): refers to the digital resources attributed by Universign to a User wishing to use one or several Services. Each User Account is attached to a User email address.

Document: refers to a set of structured electronic data which may be subject to processing as part of a Service.

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

Registration File: refers to the file upon which the Certificate request is based, containing the information and supporting documents required by the CP.

Workspace: refers to the digital resources attributed to the Client by Universign and which allow them to invite Users to use the Services.

Login Details: refers to the specific characters with which a 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.

Partner: refers to a natural or legal person who integrates or markets one or several Universign Services with the solutions it publishes, in order to make these available to a Client.

User Party: refers to a natural or legal person wishing to rely on the information contained in a Certificate or to verify the validity of the Certificate, for their own needs.

Authorised Persons: refers to the persons expressly authorised by the Holder to use the private key associated with the Certificate issued in their name.

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

Certification Policy (CP): refers to the set of rules, identified by a number (OID) defining the requirements with which a CA must comply in the implementation and provision of its services.

Personal-Data Protection Policy or PDPP: presents the information regarding the personal data processed by Universign as part of the Services, the purposes and basis for said processing, the sharing of said data with third parties and the rights applicable to Users having provided said data.

Holder: refers to the natural person identified in the Certificate, who has under their control the private key corresponding to the public key appearing on the Certificate.

Software Package: refers to a set of programs, procedures and rules, and, where applicable, Documentation relating to the functioning of an information-processing system. The Software Package is developed by Universign to allow for the provision of Services in SaaS mode.

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 set of services or software solutions in SaaS mode that Universign undertakes to provide to the User.

Signatory: refers to a User having signed a Document through 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.

Universign Support: refers to the Universign web support available at the URL https://help.universign.com/.

User: refers, within this document, to a natural person having wished to benefit from the Services on a personal basis and who has a User Account (personal account) for this purpose.

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ARTICLE 1 – PURPOSE

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These General Conditions of Use define the conditions applicable to the Services provided by Universign as part of a User's subscription to a User Account (personal account).

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ARTICLE 2 – CONTRACTUAL DOCUMENTS

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The Contract concluded between Universign and the User is formed of the following contractual documents, presented in descending order of legal value:

- The policies relating to the Service published on the Website;
- The subscription Agreement
- The PDPP
- These PAGCU;

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 PAGCU at any time, with no prior notice.

The applicable PAGCU remain permanently accessible on the Website, in a format which may be printed and/or downloaded.

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ARTICLE 3 – ACCEPTANCE

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Before the creation of any User Account (personal account) for the use of the associated Services, the User acknowledges:

- Having read the applicable PAGCU;
- Having the legal capacity and/or authorisation to commit to the applicable PAGCU;
- They accept these without reserve.

The User confirms their acceptance by clicking on the checkbox on the Website when creating a User Account (personal account).

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

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ARTICLE 4 – USER ACCOUNT (PERSONAL ACCOUNT)

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4.1. – Creation of a User Account (personal account)

The User may create a User Account (personal account) to benefit from the associated Services, as long as they have:

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

4.2. – Access to the User Account (personal account)

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

If the User observes or suspects any unauthorised or fraudulent use of their Login Details, or any other security breach, they must immediately alert Universign Support.

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

Any access to the User Account (personal account) via their Login Details is deemed to have been made by the User. The User is responsible for all actions carried out through said account and releases Universign from any liability in case of damage suffered or caused to a third party through these actions.

4.3. – Closing of a User Account

The User may decide to close their User Account (personal account) by logging in to the latter.

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ARTICLE 5 – CONDITIONS APPLICABLES TO ALL SERVICES PROVIDED UNDER THE USER ACCOUNT (PERSONAL ACCOUNT)

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5.1. – 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.

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.

Failure to respect these conditions for the Service's use will engage the User's sole liability.

In such situation, Universign is authorised to immediately deactivate the User Account (personal account) subject to fraudulent use and/or to take any actions in case of damages.

5.2. – Service Quality

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

5.3. – 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.

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 regarding 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 hours of availability, 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, the API or the Service in general.

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 6 – SPECIFIC CONDITIONS PER SERVICE

The stipulations described in this article detail the specific conditions applicable to each of the Services provided via the User Account (personal account). In case of contradiction with the general stipulations included in other articles, the specific conditions per Service described herein will prevail for each Service in question.

6.1. – Natural-Person Certificate-Management Service

The Natural-Person Certificate-Management Service allows a User to become the Holder of one or several Certificates in order to use these for personal reasons and/or as part of a Workspace.

However, it is specified that any use of a Certificate within a Workspace must be authorised by the Client having created the Workspace in question.

The Holder's Certificate enables the creation of an Electronic Seal for documents.

The Certificate identifies the Signatory of the document to which the Electronic Signature is attached.

Any use of the Certificate is deemed to be that of the Holder.

The Certificate must not be used:

- •(i) on behalf of a natural person other than the Holder;
- •(ii) for any other use than those explicitly defined in the CP.

The Certificates expire after a period of five (5) years from their issuance.

6.1.1. Access to the Service

The Holder may benefit from the Service offered, as long as they have:

- - A valid personal email address (for which they control access);
- - A means of personal authentication accepted by Universign (e.g.: a personally assigned mobile phone number).

6.1.2. Description of the Certificate-Management Service

a) Certificate Request

The Certificate request must include:
•a Registration File in accordance with the CP and whose information and supporting documents have been validated by Universign;
•a Holder-authentication procedure in accordance with the requirements of the CP;

Once the request has been accepted, Universign issues a Certificate which may be used in accordance with this document and the associated CP.

The Holder is informed by an email of the availability of their Certificate and the means through which they may retrieve it.

b) Acceptance of the Certificate

The Holder is required to verify the accuracy of the information contained in the Certificate within forty-eight (48) hours of its provision by Universign. In case of error, the

Holder expressly notifies Universign without delay of the inaccuracy of the information.

In the event of an error on the Certificate notified by the Holder within the allotted time, Universign revokes the Certificate and issues a new Certificate according to the conditions provided for the initial request.

After the period of forty-eight (48) hours has elapsed, the information contained in the Certificate is presumed to be verified and the Certificate deemed to have been accepted by the Holder.

c) Certificate Verification

A Certificate-status information service, allowing for the verification of the status of Certificates, is available on the Website under the Certifications tab.

The use of the Certificate-status information service is governed by the contractual obligations imposed on the User Parties.

This Service is available 24 hours a day, seven days a week, under standard operational conditions.

The Certificate-status information service allows User Parties to check and validate the status of a Certificate and the corresponding certification chain (i.e., to check the status of Certificates in the chain of trust), prior to its use.

Information regarding Qualified Certificates is available after their expiration, without any time limitation.

d) Certificate Revocation

The Holder can request that Universign revoke their Certificate at any time.

A revocation request must be sent to Universign Support by the Holder without delay should the Holder become aware of a possible or proven compromise of the private key, or if the information contained in the Certificate is incorrect or if it has been modified.

Universign is authorised to revoke a Certificate at any time without formality or without notice in the event that:

- the information contained in the Certificate is no longer valid;
- the Holder does not comply with the obligations set forth herein or in the CP;
- the use of the Certificate is detrimental to Universign;
- Universign terminates its certification activities.

In the event of expiration or a request for the Certificate's revocation, the Holder must immediately and permanently cease all use of the Certificate.

The Holder acknowledges and accepts that any use of the Certificate after its revocation or expiration excludes the guarantees provided for herein and by the CP, without prejudice to any liability action that Universign reserves the right to exercise.

The Holder acknowledges having access to all the information necessary in order to make their choice as to the level and type of Certificate used.

The Holder undertakes to:

- provide a Registration File with the correct information;
- immediately notify Universign in the event that the information contained in the Registration File and/or the Certificate is incorrect and/or modified;
- hold, if applicable, the intellectual property rights on the elements transmitted in the Registration File;
- use the Certificate only for the purposes authorised by the CP, this document and by applicable regulations in general;
- comply with all requirements defined by the CP relating to the Certificate, in particular generating and using cryptographic keys in a device and with algorithms compliant with the CP;
- not to reverse engineer or attempt to take control of the software tools used by Universign as part of the Service.

6.1.3. Holder's Obligations

The Holder acknowledges having access to all the information necessary in order to make their choice as to the level and type of Certificate used.

The Holder undertakes to:

- provide a Registration File with the correct information;
- immediately notify Universign in the event that the information contained in the Registration File and/or the Certificate is incorrect and/or modified;
- hold, if applicable, the intellectual property rights on the elements transmitted in the Registration File;
- use the Certificate only for the purposes authorised by the CP, by the Agreement and by applicable regulations in general;
- comply with all the requirements defined by the CP relating to the Certificate, in particular generating and using cryptographic keys in a device and with algorithms compliant with the CP;
- not to reverse engineer or attempt to take control of the software tools used by Universign as part of the Service.

6.1.4. Guarantees and guarantee limits

Universign guarantees:

- the creation and issuance of Certificates whose information conforms to that contained in the Registration File;
- the issuance of Certificates conforming to the CP corresponding to the Certificate;
- the implementation of revocation services in accordance with the CP

For Qualified Certificates, Universign undertakes to:

- verify, at the time of the Certificate's issuance, that the Holder had exclusive control over the data provided for the creation of the Electronic Signature corresponding to the Certificate;
- verify the Holder's identity by appropriate means;

•allow the use of data relating to the creation of the Electronic Signature and that relating to its validation in a complementary manner.

In the event that Universign ceases its CA activities, it will take the necessary steps to transfer its obligations as a trust service provider to a competent body.

The obligations transferred and the conditions of this transfer are provided for by the CP.

With the exception of guarantees expressly provided for herein or by the CP, Universign excludes any other express or implicit guarantee, including any guarantee of suitability for a specific use or of the satisfaction of the Holder's requirements.

Consequently, Universign's provision of the Service does not exempt the Holder from analysis and verifications of the legal or regulatory requirements applicable to them.

6.1.5. Holder's Liability

The Holder is solely liable for the damage caused to third parties resulting from:

•a breach of the obligations defined herein;
•a breach of the rights of third-party intellectual-property rights;
•any false statement or inaccurate information provided to Universign by the Holder;
•a breach by the Holder of the obligation to protect the means of authentication.

6.1.6– Limits of Universign's Liability

Universign may not be held liable in the event of unauthorised use or that not complaint with legal or contractual requirements of Certificates, revocation information or the equipment or software made available for the Service's provision.
Universign declines any responsibility in case of damage resulting from errors or inaccuracies in the information contained in the Certificates when these errors or inaccuracies directly result from the erroneous nature of the information communicated by the Holder.

Universign excludes all liability in the event of any use of the Certificate that does not comply with the uses provided for herein or in the CP.

Universign excludes all liability in the event of a breach of the Holder's obligations.

Universign cannot be held liable for indirect damages related to the use of a Certificate.

In any event, Universign's liability will be limited, all operative events combined and for all damages combined, to the amount paid to Universign by the Holder during the last twelve months.

6.1.7. Policies and standards

Universign undertakes to comply with the policies and standards indicated in the following table.

OID	Standard	Description
1.3.6.1.4.1.15819.5.1.2.1	ETSI EN 319 411-1	CP of the hardware root CA, NCP+ level
1.3.6.1.4.1.15819.5.1.2.2	ETSI EN 319 411-1	CP of the software root CA, NCP level
1.3.6.1.4.1.15819.5.1.3.1	ETSI EN 319 411-2	CP for natural-person certificates – QCP-n level
1.3.6.1.4.1.15819.5.1.3.3	ETSI EN 319 411-1	CP for natural-person certificates – LCP level
1.3.6.1.4.1.15819.5.1.3.6	ETSI EN 319 411-2	CP for natural-person certificates – QCP-n-QSCD level
1.3.6.1.4.1.15819.5.1.3.8	ETSI EN 319 411-2	CP for natural-person certificates, for which the identity has been verified with the help of Remote Identity-Verification Service Providers, QCP-n level
1.3.6.1.4.1.15819.5.1.3.9	ETSI EN 319 411-2	CP for natural-person certificates, for which the identity has been verified with the help of Remote Identity-Verification Service Providers, QCP-n-QSCD level

These policies are published on the Website under the Certifications tab. They are audited according to the EN 319 403 standard, by an accredited body.

6.1.8. Data preservation

Universign retains the data relating to the control of the Holder's identification information, the event logs relating to the Certificate's life cycle and the reason for its revocation, for the period provided by the CP or the Personal-Data Protection Policy. The storage conditions for said data complies with the legal and regulatory requirements applicable to trust service providers and with personal-data protection regulations.

6.2. Cryptographic-key management service

6.2.1. – Access to the service

Access to the Service requires the User to dispose of:

- A means of personal authentication accepted by Universign (e.g.: a personally assigned mobile phone number);
- A Certificate duly issued by Universign.

The conditions of issuance, management and revocation of Certificates are provided in the Certification Policy.

6.2.2. – Use of the Service

For the creation of the Electronic Signature, the Key Pair associated with the Certificate is remotely activated after authentication of the Holder, via a confidential code delivered to the phone number indicated to Universign.

For the creation of the Electronic Seal, the Key Pair associated with the Certificate is remotely activated after authentication of the Holder or of an Authorised Person via a unique identifier.

The use of the Key Pair by Authorised Persons is deemed to have been carried out by the Holder.

6.2.3. – Limits of use

Universign does not guarantee the suitability of the Service with the needs of the User. It is the User's responsibility to verify this suitability.

6.2.4. – User's Obligations

The User undertakes to ensure the security of their means of authentication in order to avoid the use of the Key Pair by unauthorised third parties.

They undertake in particular to take the necessary measures to guarantee the confidentiality of the means of activation transmitted by Universign, and to implement measures allowing for the private key to remain under the exclusive control of Authorised Persons.

6.2.5. – Universign's Obligations

Universign undertakes to generate and activate the Holder's Key Pair through a cryptographic device with algorithms compatible with the requirements of the CP corresponding to the Certificate.

The cryptographic-key management Service allows the Holder to maintain the private key under their exclusive control, in order to create Electronic Signatures.
The cryptographic-key management Service allows the Holder and Authorised Persons to maintain the private key under their exclusive control, in order to create Electronic Seals.

Universign ensures the protection of the private key of the Key Pair in order to guarantee its integrity and confidentiality.

Universign ensures via appropriate means that the Key Pair may not be used after the expiration or revocation of the Certificate.

With the exception of guarantees expressly provided for herein, Universign excludes any other express or implicit guarantee, including any implicit guarantee of suitability for a specific use or of the satisfaction of the Holder's requirements.

6.2.6. – Liability

The User undertakes to provide Universign with exact information for the use of the Service.

6.2.7. – Intellectual property

A use licence is granted for the Key Pair to the Holder and to Authorised Persons for the provision of Signature and/or Electronic Seal Services.

6.2.8. – Data preservation

Universign retains data relating to the verification of User identification details and event logs concerning the use of the Key Pair under conditions which comply with the PDPP available on the Website under the Certifications tab.

6.3. – Signed-Document storage service

6.3.1. – Description of the storage Service

After the creation of the User Account (personal account), Universign stores all Documents signed through the Service in such a way as to preserve their integrity. This storage allows the Client to consult signed Documents online and facilitates their conservation in such a way as to ensure their integrity and to extend the reliability of Electronic Signatures beyond their period of technological validity, restitution and/or destruction.

By way of derogation from the preceding paragraph, any Document signed by a Signatory as a user of a Workspace will be stored on the User Account (personal account) only if the Client having created the Workspace has authorised this.

Universign reserves the right to store signed Documents with a specialised subcontractor.

In the event that storage is carried out by Universign, the Documents will be stored from the time of their filing until the closure of the User Account (personal account).

Furthermore, the User may proceed to manually delete the Documents they no longer wish to have stored on their User Account (personal account).

The User will be responsible for taking any steps to make regular backups of stored Documents in order to have access to signed Documents after the end of the Universign conservation period or to compensate for any loss of data in the event of a problem at Universign.

Article 7 – 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 (personal 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 8 – ENTRY INTO FORCE – DURATION

These PAGCU are applicable from the creation of a User Account (personal account) by a User, until its closure.

ARTICLE 9 – GUARANTEES

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

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 the User.

ARTICLE 10 – 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 any 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-compliant 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 comply with the PAGCU 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 sum of one hundred and fifty (150) euros per User.

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

ARTICLE 11 – 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.

This document does 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 12 - 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 13 – PERSONAL DATA

Universign implements Personal Data processing in accordance with its Personal-Data Protection Policy which must be accepted before any use of the services and which is 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 Workspace.

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

Parties' independence: The User is informed that, if no specific commercial agreement has been signed between the Client and Universign, only the PAGCU and other contractual documents described in the "Contractual documents" article are applicable within the framework of the Services' execution.

It should be noted that the entirety of the PAGCU and other applicable contractual documents are accessible on the Website in accordance with articles 1125 and 1127-1 of the French Civil Code.

Previous versions of these PAGCU and other applicable contractual documents 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 PAGCU cancels and replaces that previously accepted between the Parties, having the same subject and currently in progress.

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 PAGCU, 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.

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 PAGCU.