

## SaaS (Online Sales) Terms and Conditions U2

The present Terms and Conditions of Sale - SaaS (Online Sales) (hereinafter the "**Terms and Conditions of Sale**") are intended exclusively to govern the online sale of Services offered by Cryptolog International, SAS sise 5-7, rue du Faubourg Poissonnière, 75009 Paris, RCS de Paris n° 439 129 164 (hereinafter "**Universign**") via the website [www.universign.com](http://www.universign.com) (hereinafter the "**Website**").

They are supplemented by the General Conditions of Use (hereinafter "**GCU**") and the Specific Conditions of Use (hereinafter "**SCU**") applicable to the Services subscribed to by the Buyer.

### DEFINITIONS

Unless otherwise stated, capitalized terms have the meaning attributed to them in this article and may be used in the singular or plural, depending on the context.

**Buyer:** means a buyer who has subscribed to one or more online Services via an Online Order Form.

**Anomaly:** means any defect in the design or manufacture of the Software Package, independent of misuse by the Buyer, manifested by malfunctions that prevent the Service from operating in accordance with its Documentation. It must be reproducible by Universign.

**Authentication:** refers to the process of confirming the electronic identification of a physical person.

**Time-Stamping Authority (or TSA):** means the authority responsible for the application of the Time-Stamping Policy, the issuance and proper management of time stamps. For the purposes hereof, the Time-Stamping Authority is AH Universign.

**Certification Authority (or CA):** refers to the authority in charge of creating, issuing, managing and revoking Certificates in accordance with the Certification Policy. For the purposes of the present document, the Certification Authority issuing all Certificates associated with the Service is the Universign CA.

**General Conditions of Use (GCU):** refers to the general conditions of use applicable to all Services provided by Universign. They are available on [the Website](#).

**Specific Conditions of Use (CSU):** refers to the specific conditions of use of the Service they govern. They are available on [the Website](#).

**Time marker:** designates a structure that links a Document to a particular moment in time, establishing proof that it existed at that moment.

**Electronic Document or Document:** refers to all structured data that can be processed by the Service.

**Documentation:** means the functional and technical documentation provided by Universign in connection with the use of the Services.

**Data:** refers to all information and data transmitted by the Buyer, generated by or processed during the implementation of the Service.

**Personal Data:** refers to all personal information and data transmitted by the Buyer to Universign for the purposes of performing the Services.

**Malfunction:** refers to any interruption of the Service observed by Universign resulting in the impossibility for a Customer to connect to the Platform.

**Online Order Form:** means any quotation accepted by the Purchaser on the Web Site to order one or more Services hereunder.

**Time-Stamping:** refers to a process that allows the attestation, by means of Time-Stamps, that a Document existed at a given time.

**Identification:** means the process of using Data or means of personal identification to uniquely identify a natural or legal person, or a natural person representing a legal person.

**Pack:** refers to a number of Time-Stamps or Signatures ordered on the Internet Site.

## **Updates**

The term "Updates" refers to successive versions of the Platform containing technical and/or functional improvements, provided by Universign. Updates include all modifications made to the Platform to bring it up to date with regulatory changes and changes affecting the operating environment.

**Certification Policy (CP):** refers to the set of rules, identified by a number (OID), defining the requirements to which a CA conforms in setting up and providing its services.

**Time-Stamping Policy (TSP):** means the set of rules with which the Time-Stamping Authority complies for the issuance of Time-Stamps as part of the implementation of the Service.

**Platform:** refers to the technical infrastructure comprising all hardware, software packages, operating system, database and environment managed by Universign or its subcontractors, on which the Software Package will be operated. It enables the Service to be provided in SaaS mode. It is directly accessible remotely via the Internet directly on the Website, or using a smartphone or touch-sensitive tablet.

**Software package:** designates a set of programs, procedures and rules, and possibly documentation, relating to the operation of an information processing system.

**SaaS (Software as a Service):** refers to the mode of access to the Service. This access is made remotely via the Internet by connecting to the shared Platform hosted on the servers of Universign and its subcontractors.

**Service(s):** refers to the Electronic Signature or Time-Stamping service(s) and associated services that Universign undertakes to provide to the Buyer in SaaS mode.

**Electronic Signature:** refers to the process used to guarantee the integrity of a signed Document and to identify the person affixing it.

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

**Transaction:** refers to the process between the Buyer and any third party during which an Electronic Document proposed by the Buyer using the Service is signed.

## **ARTICLE 1 - PURPOSE**

The purpose of the present document is to define the general terms and conditions of sale applicable to Services ordered via the Website by means of an Online Order Form.

## **ARTICLE 2 - CONTRACTUAL DOCUMENTS**

The contractual relationship between Universign and the Buyer is formed by the following contractual documents presented in hierarchical order of decreasing legal value (hereinafter "**Contract**"):

- The Online Order Form accepted by the Buyer as part of an order placed on the Website; and
- The present Terms and Conditions ;
- The GCU and CSU, which form an indivisible whole with the General Terms and Conditions of Sale.

In the event of contradiction between one or more provisions contained in the above-mentioned documents, the higher-ranking document takes precedence.

The Buyer acknowledges that acceptance of the Contract excludes the application of any terms and conditions of purchase not expressly accepted by Universign.

In the latter case, all the contractual documents listed above shall prevail over the Buyer's general terms and conditions of purchase, notwithstanding any clause to the contrary.

The Company reserves the right to modify these General Terms and Conditions of Sale at any time and without prior notice. The General Terms and Conditions of Sale applicable will be those in force at the date of the order placed by the Buyer.

The applicable General Terms and Conditions of Sale, as well as previous versions, are permanently accessible on the Website, in a format that allows them to be printed and/or downloaded by the Buyer.

The General Terms and Conditions of Sale are systematically validated by the Buyer as part of any order, and the Customer hereby declares that he has read them and accepted them without reservation.

### **ARTICLE 3 - ORDERS**

A Buyer wishing to order a Service must :

- Fill in the Registration Form, respecting the mandatory fields required to create an account, or connect to the Website using your login ;
- Complete the Online Order Form with the exact references of the chosen Services;
- Confirm your order after checking it;
- Accept these Terms and Conditions; and
- Make payment in accordance with the present Terms and Conditions.

An order will only be validated after receipt of full payment of the amount indicated in accordance with article 6 of these General Terms and Conditions of Sale.

An order subject to these General Terms and Conditions of Sale may not be modified during the validity period of the Pack.

### **ARTICLE 4 - EFFECTIVE DATE - DURATION**

The Services subscribed to on the Internal Site by the Buyer and Universign will be valid for a period of one (1) year from the validation of the order by Universign.

Time-Stamping or Electronic Signature tokens purchased as part of a Pack and not used will not be returned or refunded.

## **ARTICLE 5 - SERVICE PRICES**

### ***5-1 Sales prices***

Sales prices are indicated, for each of the Services listed on the Website, in euros and exclusive of tax.

VAT is charged in accordance with European regulations.

The prices indicated include order processing costs.

The total amount due by the Buyer is indicated on the order validation page.

### ***5-2 Modification***

Universign reserves the right to modify its prices at any time, while guaranteeing the Buyer the application of the price in force on the day of the order.

## **ARTICLE 6 - PAYMENT AND AVAILABILITY OF INVOICES**

Payment for Services is made on the order date by credit card using a system that ensures the security of the information transmitted.

The Buyer is credited for the services acquired once payment has been validated.

On receipt of payment, an invoice for the amount paid will be sent to the Buyer's Universign account.

Upon validation of an order, the Buyer will receive a confirmation email at the email address communicated by the Buyer. The Company cannot be held responsible for any error in the Buyer's email address.

## **ARTICLE 7 \_ - DESCRIPTION OF SERVICES**

### ***7.1. Access***

The Services are accessible via the Website.

### ***7.2. Specific features of the Services provided***

The description of the Electronic Signature and/or Time-Stamping Services ordered are described in the Appendix "Description of Services that can be ordered online" to these General Terms and Conditions of Sale and provided in accordance with the applicable GCU and CSU.

### ***7.3. Availability***

Access to the Platform is available 7 days a week, 24 hours a day.

The Buyer is informed that connection to the Service is made via the Internet network. He/she is aware of the technical hazards that may affect this network and lead to slowdowns or unavailability, making connection impossible. Universign cannot be held responsible for such slowdowns or unavailabilities, and particularly draws the Buyer's attention to the importance of choosing the right Internet service provider.

Universign cannot be held responsible for the proper functioning of the Buyer's computer or telephone equipment, or for the Buyer's access to the Internet or to a mobile telephone network.

Universign provides the Buyer on the Website with information concerning the availability of the Service. Universign offers the possibility of subscribing to a notification system for incidents affecting the operation of the Service via this site.

It is specified that the Buyer shall be responsible for the telecommunication costs of his Internet connection operator when using the Service.

### ***7.4. Online support and updates***

Universign undertakes to provide online support and Updates in order to continuously improve the quality and/or functionality of the Service for its Customers.

#### ***7.4.1. Online support***

Under the terms of the Contract, Universign provides support for the Services through a team of support technicians.

The support department can only be contacted by e-mail between 9am and 6pm, Monday to Friday (excluding public holidays) at [support@universign.eu](mailto:support@universign.eu) .

Assistance consists of providing answers to Malfunctions and Anomalies encountered and declared by the Buyer when using the Services.

Online support services do not cover problems related to hardware and software not supplied by Universign, nor those related to the Buyer's networks.

#### ***7.4.2. Supply of Updates***

Universign undertakes to use all means at its disposal to ensure that the Updates carried out do not affect the level of regulatory and normative compliance of the Service.

In the event that an Update degrades the performance and/or functionality of the Service and specifically impacts the use of the Service by the Customer, Universign undertakes to maintain, under the conditions set out herein, the functional version of the Service prior to the Update, for a period of six (6) months or until a new functional Update.

Any Update is decided unilaterally by Universign.

#### ***Corrective updates***

Corrective maintenance exclusively concerns the Software Package.

Universign is responsible for the correction of any identified Anomalies. Universign may also communicate a workaround solution to the Anomalies identified by the Buyer. The Anomaly must be reported to Universign with sufficient precision to enable Universign to intervene.

#### ***Upgradeable updates***

Upgrade maintenance is carried out by making the latest commercialized version of the Software Package available via the Platform.

#### ***7.4.3. Technical limitations to online assistance and the provision of Updates***

Online assistance services do not cover any intervention by Universign that is due to :

- Use of the Software Package that does not comply with the Documentation, the instructions for use or its intended purpose, or abnormal use for any reason whatsoever (negligence, operating error, accident, etc.);
- A problem of compatibility between the Service and any of the Buyer's other equipment resulting from the Buyer's failure to comply with the technical prerequisites;
- Failure of any component of the Buyer's software environment (operating system, other software or software packages, network systems, etc.); and/or
- In general, failure by the Buyer to comply with its obligations under the Contract.

## **ARTICLE 8 - LIABILITY - WARRANTY**

Universign undertakes to take all reasonable care in the execution of the Services in accordance with the best practices of its profession and in collaboration with the Buyer, but can only be held to an obligation of means.

Universign cannot be held liable for any damages other than those resulting directly and exclusively from a fault in the performance of the Service ordered.

Universign cannot be held responsible for any use of the Service that does not comply with the GCU and CSU.

In the event of Universign being held liable, for any reason whatsoever and whatever the legal basis invoked or retained, all damages combined and accumulated will, by express agreement, be limited to the amount exclusive of tax received by Universign in respect of the disputed order.

## **ARTICLE 9 - INTELLECTUAL PROPERTY RIGHTS**

The Website, trademarks, drawings, images, texts, logos, graphic charters, software and programs, databases, sounds, videos, domain names, design or any other information or support (without this list being exhaustive) necessary for the provision of the Service are the exclusive property of Universign and are protected by their copyrights, trademarks, patents and any other intellectual or industrial property rights which are recognized according to the laws in force. The Buyer therefore refrains from reproducing or exploiting said works without the express, written and prior authorization of Universign, which may be subject to a financial consideration.

The rights granted to the Buyer under the terms of the Contract are exclusively for the right to use the Service and associated Documentation for the duration of the Contract.

## **ARTICLE 10 - SERVICE ACCESS LIMITATIONS**

In the event of a breach by one of the Parties of an essential obligation under the Contract, which has not been remedied within thirty (30) calendar days of the sending of a registered letter with acknowledgement of receipt notifying the breach in question, the other Party may terminate the Contract, subject to any damages to which it may be entitled hereunder.

Restriction or prohibition of access to the Services or termination of the Contract for any reason whatsoever shall not give rise to reimbursement of any sums received by Universign.

## **ARTICLE 11 - CONFIDENTIALITY**



Each Party shall refrain from communicating to any third party, directly or indirectly, all or any part of the information of any kind, whether commercial, industrial, technical, financial, nominative, etc., which may have been communicated to it by the other Party or of which it may have become aware during the performance of the Service(s) covered by this Agreement.

Universign and the Buyer undertake, within the meaning of Article 1204 of the French Civil Code, to ensure that its employees, agents or duly authorized subcontractors comply with the confidentiality undertaking set out above.

## **ARTICLE 12 - RIGHT OF WITHDRAWAL**

The nature of the Services implies that their execution begins upon payment of the order, which the Purchaser, considered as a consumer within the meaning of the applicable laws and jurisprudence, acknowledges and accepts. Consequently, the right of withdrawal cannot be exercised.

## **ARTICLE 13 - PERSONAL DATA**

The Parties shall in all circumstances comply with the regulations applicable to them regarding the protection of Personal Data, in particular the provisions of the French Data Protection Act No. 78-17 of January 6, 1978 as amended, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (hereinafter "**RGPD**") and Ordinance No. 2018-1125 of December 12, 2018, and shall endeavor to treat Personal Data diligently and confidentially.

### ***13.1. Universign acting as personal data controller***

Universign processes the Personal Data required :

- To ensure compliance with legal or regulatory requirements applicable to trusted service providers;
- To build and maintain audit trails and evidence files;
- To guarantee the neutrality of Signature's operations.

In this context, Universign acts as the "Data Controller" within the meaning of Law No. 78-17 of January 6, 1978 as amended and the RGPD.

The characteristics of this processing and the way in which it is carried out are specified in the Appendix "Processing and securing personal data for the Contract".

### ***13.2 Universign acting as Joint Data Controller***

Where applicable, if the Customer has subscribed to the Storage and Conversation of Signed Documents service, the processing of Personal Data is carried out under the joint responsibility of Universign and the Customer.

This joint responsibility is understood within the meaning of the RGPD.

The characteristics of this processing and the terms of its implementation are specified in the Appendix "Processing and securing Personal Contract Data".

## **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

***Force Majeure: In the event of the*** occurrence of a case of force majeure, as usually understood by the jurisprudence of the French courts, Universign cannot be held responsible for a breach of any of its obligations hereunder, for the duration of such an impediment.

***Preservation-Proof:*** Universign keeps the order summary and invoices on a durable medium constituting a reliable copy. Universign's computerized registers will be considered by the Buyer as proof of communications, orders, payments and transactions between the latter and Universign.

***Partial nullity:*** In the event of difficulties of interpretation resulting from a contradiction between any of the titles appearing at the head of the clauses and any of the clauses, the titles will be declared non-existent.

Should any clause of these General Terms and Conditions of Sale be considered null and void, in application of a law or regulation or following a court decision, it shall be deemed unwritten and the other clauses shall remain in force.

***Commitments of the Parties***The Parties agree that payment for the Services signifies that the Buyer has read and accepted the General Terms and Conditions of Sale, the GCU and the CSU in force on the date the order is validated. The Buyer is informed that all these applicable documents are accessible on the Website in accordance with articles 1125 and 1127-1 of the French Civil Code.

Earlier versions of these documents are also available on the Website. The Parties agree that such availability is for information purposes only and does not imply the applicability of such earlier versions.

It is understood that any new version of these documents cancels and replaces the General Conditions previously accepted between the Parties for the same purpose and in force. They shall prevail over any unilateral document of either Party.

**Assignment, subrogation, substitution** - Under no circumstances may the Contract be assigned, in whole or in part, for valuable consideration or free of charge, by the Buyer, without Universign's express prior written consent.

**Notification:** Any complaint or notification from a Buyer must be sent to Universign by post to its registered office at 7 rue du Faubourg Poissonnière 75009 Paris or via the forms available on the Website.

## **ARTICLE 15 - APPLICABLE LAW AND JURISDICTION**

These General Terms and Conditions of Sale are governed by French law. This applies to both substantive and formal rules, notwithstanding the place of performance of substantial or accessory obligations.

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

In the event of difficulties in the performance and/or interpretation of the documents constituting the Contract and prior to bringing the matter before the competent courts, the Buyer shall contact Universign in order to use their best efforts to resolve the dispute.

The Buyer, who must be considered as a consumer under the applicable law, is informed that he/she may have recourse to a consumer mediator under the conditions set out in Title I of Book VI of the French Consumer Code.

**IN THE EVENT OF A DISPUTE, AND AFTER AN ATTEMPT HAS BEEN MADE TO FIND AN AMICABLE SOLUTION, EXPRESS JURISDICTION IS GRANTED TO THE PARIS COMMERCIAL COURT, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, EVEN FOR EMERGENCY OR CONSERVATORY PROCEEDINGS, OR BY APPEAL. IN THE EVENT OF OPPOSITION BY THE PURCHASER TO A PETITION FOR AN INJUNCTION TO PAY, THE PARIS COMMERCIAL COURT IS ALSO EXPRESSLY COMPETENT.**