

# TERMS AND CONDITIONS

(SUBSCRIBED SERVICES, ACCESSORIES [SMARTCARDS, SIGNING STICKS, TOKENS] AND CERTIFICATES)

(Version 2.7)

## WHEREAS

(A) LuxTrust makes available to its clients (private individuals and businesses) solutions intended to make their exchanges, online transactions, identity and electronic data safe;

(B) The services that are included under these terms and conditions (hereinafter "Terms and Conditions") are means of electronic identification, registration, authentication, signing and validation as well as electronic seals that may create legal obligations for their users, implying that the latter must use such services with the same vigilance as they would use when performing such actions in a non-electronic manner;

(C) in order to guarantee the quality and security of the solutions offered by LuxTrust, and in order to prevent fraud or other risks, the users must conscientiously follow the instructions detailed in the Terms and Conditions, and if the user delegates the right to use LuxTrust's services or devices to a proxy user, the user shall inform such proxy user of the Terms and Conditions and ensure that such proxy user complies therewith;

(D) for certain solutions such as Certificates dealt with in specific regulations, LuxTrust and the User must comply with the technical procedures described in the certificate policies (CP) and the certificate practice statement (CPS) which are readily accessible on LuxTrust's internet homepage (<https://repository.luxtrust.lu>) (the "Procedures").

## THE PARTIES HAVE AGREED AS FOLLOWS:

The terms with a capital letter shall have the meaning as defined in article 12.

### 1. TERMS AND CONDITIONS

1.1 The User, whose name and details are shown on the Order Form, has requested services from LuxTrust SA, L-8308 Capellen, 13-15 Parc d'activités, directly or through a Registration Authority acting as intermediary. The User and LuxTrust are referred to collectively as the Parties and individually as a Party.

1.2 Use and management of the service requested by the User on the Order Form requires the provision and use of a Device and of Access Codes. The Subscribed Service and all its components, jointly and each individually, are governed by these Terms and Conditions.

### 2. DELIVERY OF THE SUBSCRIBED SERVICE

2.1 The User, or the Registration Authority acting on the User's behalf, must submit any and all requests for service to LuxTrust, using an Order Form accompanied by the necessary supporting documents. LuxTrust reserves the right to refuse any request for service that does not observe its Procedures. For security reasons, the Device and the Access Codes are sent separately, generally within ten (10) Business Days from acceptance of the Order Form by LuxTrust, unless the Device is a User smartphone or tablet.

2.2 The Subscribed Service is provided to the User in an inactive mode and it is the responsibility of the User, or the Proxy User, to activate it within sixty (60) days of the Initialization Date. Failing that, the Subscribed Service may be automatically and irrevocably Blocked for security reasons and a new Order Form must be submitted by the User, if necessary with the return of the Device, all of this at the exclusive expense of the User.

2.3 To the extent that the Subscribed Service implies the use of information relating to the User, or the Proxy User, such person is obliged, upon activation and prior to any use, to verify such information on the page accessible at the URL <https://status.luxtrust.lu> and to inform LuxTrust of any inaccuracies through at least one (1) of the means of communication described in article 11.2. The Subscribed Service will be deemed to be accepted upon the occurrence of the earlier of the following two events: (i) first use of the Subscribed Service, or (ii) sixty (60) days after the Initialization Date unless the User, or the Proxy User, has notified LuxTrust of any errors discovered within that period of time. The cost associated with Blocking of the Subscribed Service due to incorrect information and making a new Subscribed Service available will be borne by the Party responsible for the inaccurate information.

### 3. BLOCKING AND SUSPENSION OF THE SUBSCRIBED SERVICE

3.1 The User or the Proxy User, must immediately Block the Subscribed Service in case of:

- (a) Proven Impairment affecting of one or more components of the Subscribed Service (e.g. the Device, the Access Codes or a private key); and/or
- (b) modification to the information referred to in article 2.3; and/or
- (c) ANY revocation of the authorization provided to the Proxy User by the User, such as but not limited to any of the following reasons: breach or termination of contract.

3.2 The User or the Proxy User, respectively, must immediately Suspend the Subscribed Service in case of suspicion of any Impairment affecting one or more of the components of the Subscribed Service (e.g. the Device, the Access Codes or a private key).

3.3 The User:

- (a) is obliged to immediately bring to the attention of LuxTrust, and to oblige every Proxy User to do the same, any circumstance that may require Blocking or Suspension of the Subscribed Service as soon as he (or the Proxy User) becomes aware of it;
- (b) is solely liable for the consequences of any Impairment affecting the Subscribed Service, including the Access Codes, if LuxTrust has acted in accordance with the Contract and the Procedures. If the User has delegated the use of the Subscribed Service to a Proxy User, responsibility for the Access Codes is also delegated to such Proxy User;
- (c) is solely liable for all damage sustained by himself, the Proxy User, LuxTrust or any third party due to the fact that the Proxy User continues to use the Subscribed Service even though the authorization provided to the Proxy User has been revoked or the agreement between the User and the Proxy User has been cancelled or terminated and regarding which the User or the Proxy User, have not simultaneously Blocked access of the Proxy User to the Subscribed Service.

3.4 Without prejudice to the application of article 3.5 and the Procedures, any request for Blocking or Suspension must:

- (a) come from the User or the Proxy User, as applicable;

(b) contain all information required to permit immediate Blocking or Suspension of the Subscribed Service; the User is solely liable for the consequences of any incomplete request for Blocking or Suspension; and

(c) be made by one (1) of the means of communication between the Parties described in article 11.1.

3.5 LuxTrust reserves the right to Block or, at its option, Suspend the Subscribed Service at any time and without prior warning or obligation to indemnify the User in the following cases, and the expenses associated with any eventual Renewal of the Subscribed Service will be borne by:

- (a) the User, in case of modification to the information referred to in article 2.3, including in particular death of the User or, where applicable, the Proxy User or in the event of dissolution if the User is a legal person;
- (b) the User, if inaccurate information has been supplied at the time of the request for the Subscribed Service;
- (c) the User, in case of non-compliance of the User with the provisions of the Contract, and more specifically in case of non-payment of fees due from the User;
- (d) the User, in case of Impairment or risk or suspicion of Impairment of one or more components of the Subscribed Service;
- (e) the User, in case of use of the Subscribed Service by the User, the Proxy User or any third party for fraudulent or criminal purposes;
- (f) the User, if upon instruction by the User;
- (g) the Party at fault, if the Contract ceases to produce its legal effects for any reason whatsoever;
- (h) LuxTrust, in case of cessation of operations or change of operations by LuxTrust or the compromising of LuxTrust's trusted root;
- (i) LuxTrust, in case of the express request of a competent administrative or judicial authority, in application and in compliance with applicable law;
- (j) LuxTrust, in case of imminent risk regarding the proper functioning or security of LuxTrust's production environment; if the User or the Proxy User is at the origin of the risk, the User will bear the expense; or
- (k) LuxTrust, in case of cessation of operations, insolvency, liquidation or a similar procedure affecting the User.

LuxTrust will inform the User of the measure(s) adopted and the reasons thereof as soon as possible.

3.6 LuxTrust automatically Blocks any Subscribed Service Suspended by the User and not Reactivated by him within thirty (30) days of the Suspension.

### 4. REACTIVATION

4.1 The Subscribed Service may be Reactivated following any event leading to its Suspension, or following any technical or security operation that LuxTrust deems necessary.

4.2 The procedures associated with Reactivation of the Subscribed Service are likely to result in the unavailability of the Subscribed Service for a certain period of time. LuxTrust will inform the User thereof but shall not be liable for the direct or indirect consequences resulting from such unavailability.

### 5. OBLIGATIONS OF THE PARTIES

5.1 LuxTrust is obliged to:

- (a) provide the Subscribed Services in accordance with the terms of the Contract and the Procedures;
- (b) verify through its intermediary the Registration Authority the consistency of the information contained in the Order Form and the information contained in the documents submitted by the User and the Proxy User, notably the identification document(s); if any difference appears between the different items of information provided, LuxTrust or the Registration Authority will automatically have recourse to the data appearing on the identification document(s);
- (c) guarantee the availability of the Subscribed Services within the limits described in the Contract;
- (d) ensure access to the Revocation Lists updated for the public and, more specifically, for the User, on a 24 hour/7 day basis, except in case of maintenance or unavailability of the LuxTrust systems; and
- (e) put in place an online verification service of the status of the Subscribed Service, available on a 24 hour/7 day basis, except in case of maintenance or unavailability of the LuxTrust systems.

5.2 The User:

- (a) is obliged to inform the Proxy User of the Terms and Conditions and is firmly bound to have the latter comply with the Contract;
- (b) is obliged, in view of the provision and renewal of the Subscribed Service, to provide at all times any information or document demanded by LuxTrust;
- (c) guarantees the accuracy and regular updating of the information he has provided to LuxTrust and/or to the Registration Authority;
- (d) is solely liable, excluding LuxTrust, for the Subscribed Service he or the Proxy User has used, including the content of any message or transactions signed through the Subscribed Service;
- (e) has been informed and accepts that the nature of a Subscribed Service does not technically limit its use by the User or by a Proxy User to an application for private or professional use; the User must define and notify, under its sole responsibility, the Proxy User in what context, in what applications and within what administrative, contractual, commercial and financial limits the latter is authorized to use the Subscribed Service; LuxTrust shall not in any case be held liable in case the Subscribed Service is used by the Proxy User for purposes not authorized by the User;
- (f) is responsible in relation to LuxTrust and third parties, meaning persons not party to the

Contract, for any errors or frauds he or the Proxy User, has committed using the Subscribed Service, as well as of any voluntary or involuntary Impairment of the Device or the Access Codes by the User or the Proxy User;

(g) is obliged to use the subscribed Service in a manner conforming to the Contract, the Procedures and to any regulations regularly communicated by LuxTrust and/or the Registration Authority;

(h) is obliged to take the necessary technical and organisational security measures in order to prevent any Impairment of the Subscribed Service;

(i) is solely responsible for implementing, maintaining and developing a technical infrastructure (including hardware and software solutions) in order to permit use of the Subscribed Service in accordance with the Contract; and

(j) or the Proxy User is obliged, (i) if the Subscribed Service has been Blocked, (ii) in case of a defective Device or (iii) in case of cancellation of the Contract:

- to render the Smartcard or Signing Stick chip unreadable or unusable by cutting it; and
- to return the Device (excluding User smart devices) to LuxTrust (rendered unusable in accordance with the above relating to a Smartcard or a Signing Stick).

## 6. PERSONAL DATA

6.1 The User and the Proxy User are informed that LuxTrust treats Personal Data relating to them in strict compliance with all applicable laws and regulations, industry standards and other applicable requirements that relate in any way to the privacy, data protection, confidentiality or security of Personal Data and apply to the delivery of the Subscribed Services, including European Union directives and regulations governing the protection of Personal Data, and notably the Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as may be replaced, amended or re-enacted (hereinafter "GDPR").

The Personal Data processed is the information concerning the User and, if applicable, the Proxy User that is provided to LuxTrust or to the Registration Authority at the time of the conclusion of the Contract and which is generated through use of the Subscribed Services and the performance of the Contract.

Such Personal Data may include, but is not limited to: information linked to the electronic certificates:

- Identification details such as name, surname, date and place of birth, user numbers;
- Contact information such as email address, domicile address or civil residence, phone number; and
- Other relevant personal details such as nationality and citizenship;
- Government identification numbers such as copy of ID cards, including pictures of such documents;
- Pictures/photos, sound recording of video sessions;
- Types of services received/provided or of products bought/sold;
- Financial and banking information (notably for payment and invoicing purposes); and
- Any other Personal Data reasonably provided to LuxTrust in the course of the Contract.

The communication of the Personal Data necessary for the execution of the Contract is obligatory for the User and any Proxy User. The LuxTrust's Data Protection Officer is Mr Yves Nullens and can be contacted at [dpo@luxtrust.lu](mailto:dpo@luxtrust.lu).

6.2 Personal Data are processed by LuxTrust insofar as this is necessary:

- For the performance and execution of the Contract, including the provision of the Subscribed Service, the establishment and maintenance and publication of the Revocation Lists;
- To comply with the conditions of its accreditation and its legal or regulatory obligations as well as to comply with requests from or requirements of regulatory and enforcement authorities and to collaborate with the latter;
- To meet the purposes of the legitimate interests pursued by LuxTrust or by a third party, for instance, for billing purposes, customer management, in the fight against fraud related to the use of its services, to enforce these Terms and Conditions, to implement any changes in LuxTrust's corporate structure or ownership, for direct marketing purposes relating to LuxTrust's products and services, (including the development of commercial offers), as well as to have video surveillance for safety and security matters (persons and assets).
- For the purpose of providing evidence of a commercial transaction or any other commercial communication namely through the implementation and management of video identification sessions using sound recording.

Where, in accordance with applicable law, publication in a publicly accessible directory of a certificate and / or its revocation is subject to the consent of the User or, where applicable, the Proxy User, publication shall occur only after such consent has been given.

6.3 The User and the Proxy User are informed that, in strict compliance with the provisions of the GDPR, LuxTrust retains and processes the relevant Personal Data after the end of the Contract for a minimum period of 10 years after the date of initialization of the Subscribed Service, in order to retrospectively ensure the possibility to verify the use of the Subscribed Services.

LuxTrust will comply with applicable legislation and any directives issued by the authorities in this regard.

6.4 The User and the Proxy User are informed that, in strict compliance with the provisions of the GDPR, all or part of the Personal Data may be transmitted to the User, the Proxy User, the Recipients, third parties, the Registration Authorities, the local authorities, the companies which request it with the prior consent of the User, in the context of the publications required for the Certificate, to the public on the Internet and to the extent permitted by the law, to public organisations, administrative or legal authorities and supervisory bodies.

Personal Data may therefore be communicated or made accessible to persons outside the European Union who are not in a country offering an adequate level of protection within the meaning of the legislation on the protection of Personal Data. The User and the Proxy User are informed that such transfers of Personal Data to the above listed persons/companies will, depending on the nature of the transfer, either:

- be covered by appropriate safeguards such as standard contractual clauses approved by the European Commission, in which case the User and the Proxy User may obtain a copy of such safeguards by contacting LuxTrust; or
- be authorised under applicable data protection law, as the case may be, as such transfer is consented to by the User and/or the Proxy User or is necessary for the performance or execution of a contract concluded in the User and/or the Proxy User's interest or for the establishment, exercise or defence of legal claims or for the performance of a contract between

LuxTrust and the User and/or the Proxy User.

6.5 The User and the Proxy User are informed of their right to:

- Access, free of charge at reasonable intervals, the Personal Data held about them and receive additional information about how it is processed;
- Rectify any inaccurate Personal Data or complete any incomplete Personal Data;
- Seek the erasure of their Personal Data when the processing of their Personal Data is no longer necessary for the purposes described in article 6.2 above, when the User and/or the Proxy User ha(s)ve withdrawn their consent to a specific processing (to the extent that consent justifies this processing), when the processing is not or no longer lawful for any reasons, when the erasure is necessary to comply with applicable law or when the User and/or the Proxy User object(s) to the processing either in the absence of any overriding legitimate ground for such processing or when the processing is carried out for direct marketing purposes;
- Object at any time to processing for direct marketing purposes and to object, on grounds relating to their particular situation, to any processing based on LuxTrust's legitimate interests;
- Receive the Personal Data relating to the User and/or the Proxy User and transmit them to another data controller to the extent that the legitimacy of the processing lies on contractual performance and is carried out by automated means; and
- Seek the restriction of the processing for instance when the User and/or the Proxy User contest(s) the accuracy of the Personal Data or when the processing is not or no longer compliant with applicable law and the User and/or the Proxy User ha(s)ve objected to the erasure of the Personal Data. Such restriction will result in the Personal Data being, with the exception of storage, only processed in specific cases (including with the consent of the User and/or the Proxy User or for the establishment, exercise or defence of the LuxTrust's legal claims);
- Withdraw their consent to the processing to the extent that the legitimacy of such processing lies on consent.

Any changes to Personal Data must be notified promptly by the User or Proxy User to LuxTrust or the Registration Authorities.

The User and the Proxy User may exercise these rights by emailing LuxTrust at [dpo@luxtrust.lu](mailto:dpo@luxtrust.lu). In addition, the User and the Proxy User have a right to file a complaint with the Luxembourg data protection authority, the "Commission nationale pour la protection des données" (CNPD), in case they have concern about the processing of their Personal Data.

Hereafter, the contact details of the "Commission nationale pour la protection des données":

Address: 1, avenue du Rock'n'Roll, L-4361 Esch-sur-Alzette  
Telephone: (+352) 26 10 60 -1  
Fax: (+352) 26 10 60 - 29  
Website: <https://cnpd.public.lu/en.html>  
Web-form: <https://cnpd.public.lu/en/droits/faire-valoir/formulaire-plainte.html>

6.6 The User and Proxy User are informed that LuxTrust implements all appropriate technical and organizational measures to ensure a level of Personal Data security appropriate to the processing performed by LuxTrust and related risk.

## 7. FEES

The Fees applicable to the Subscribed Service may be consulted at any time at <https://prices.luxtrust.lu>. LuxTrust may modify the Fees at any time, in accordance with the provisions of article 10.

## 8. DURATION OF THE CONTRACT AND TERMINATION

8.1 Duration of the Contract. The Contract takes effect on the date recorded on the Order Form and is entered into for the duration of three (3) years from the Date of Initialization. At the end of that period, the Subscribed Service can be Renewed by the User or the Proxy User, respectively, who will be invited to do so by LuxTrust through one of the means of communication referred to in article 11.2 or by the Registration Authority (e.g. via an internet or e-banking site) at least one month in advance. In order to avoid any interruption of the Subscribed Service, the Renewal must be made within the dates indicated in that invitation. When Renewing, the pre-existing Subscribed Service shall be immediately terminated, without refund or compensation upon the effectiveness of the new Subscribed Service. The Contract is then extended for a period of three (3) years starting from such Renewal.

8.2 Cancellation by LuxTrust. LuxTrust is legally entitled to terminate the Contract for convenience at any time and without recourse to the courts with one month's prior written notice, sent by registered mail with acknowledgement of receipt. Such termination shall not give rise to any right to compensation for the User other than the refund of Fees paid in advance on a pro rata temporis basis.

8.3 Wrongful non-performance. In case of non-compliance by either of the Parties with any of the provisions of the Contract which the Party at fault has failed to remedy within ten (10) Business Days from dispatch by the other Party of a warning by one of the means of communication referred to in article 11.2, the latter may terminate the Contract with immediate effect, legally and without recourse to the courts, at the end of that period of time. In this case, the termination by LuxTrust does not confer any right of compensation or reimbursement to the User.

8.4 Automatic termination. The Contract is automatically terminated with immediate effect, legally and without recourse to the courts and without any prior warning one (1) month from the Blocking or expiry of the last Subscribed Service.

8.5 Consequences of termination of the Contract. As of the day when termination of the Contract takes effect, LuxTrust will proceed with immediate effect to Block all of the Subscribed Services still valid and provided in the framework of the Contract.

## 9. LIABILITY OF LUXTRUST

9.1 LuxTrust shall replace any defective Device (excluding User smart devices) or Subscribed Service at no charge to the User, except when the User or Proxy User is the cause of the defect. In case of defective Devices, replacement is subject to return of the defective Device by the User or the Proxy User at the expense and risk of the User, specifically if the measures in order to render the Device illegible or unusable have not been taken in accordance with article 5.2(j)a.

9.2 The responsibility of LuxTrust is expressly excluded for any direct and indirect consequences of any of the following:

- the acts and measures taken by LuxTrust in compliance with the terms of the Contract and
- the applicable Procedures (for example with respect to Blocking or Suspension of Subscribed Services), as well as the exercise by LuxTrust of its rights and prerogatives under the

Contract;

- (b) lack of compatibility between the Subscribed Service, including the Device and the equipment, applications, procedures or infrastructures of the User, Proxy User or the Recipient or of any third party not party to the Contract;
- (c) any non-functioning or malfunctioning of the Subscribed Service caused by any deterioration, alteration or destruction of the Device(s) or media via which the Subscribed Service is provided, in particular but not limited to the case of exposure to magnetic fields;
- (d) any unavailability of the Subscribed Services subsequent to any Suspension, Blocking or Renewal permitted with regard to the Contract;
- (e) any security failure originating with the User, the Proxy User, the Recipient or any third party not a party to the Contract and, more generally, any security failure not directly attributable to LuxTrust;
- (f) disclosure of access codes such as PIN or Signing Server password and non-compliance with recommendations related to the required passwords length;
- (g) errors and/or frauds committed by the User, the Proxy User, the Recipient or any third party;
- (h) any unavailability or any malfunctioning of electronic communications systems or networks;
- (i) any unavailability of the Subscribed Services associated with routine maintenance of the LuxTrust systems or, in case of an abrupt breakdown or imminent risk to the security of the LuxTrust systems;
- (j) the User's inability to decrypt any of the data that would have been encrypted using its public key, if he does not have access to his private key; and
- (k) the respective information referred to in articles 2.3 and 11.2 which is incorrect or not updated by the User and/or the Proxy User.

9.3 In all cases where LuxTrust's liability is not excluded as per article 9.2, and except in cases of gross negligence or wilful misconduct, the liability of LuxTrust and the Registration Authorities is:

- (a) strictly limited, both on a contractual or non-contractual basis, in principal to an amount of ten thousand euros (EUR 10,000) per year per Smartcard, five thousand euros (EUR 5,000) per year per Signing Stick and two thousand five hundred euros (EUR 2,500) per year per Signing Server Certificate, for any direct damage proved; and
- (b) expressly excluded for any indirect or consequential damage.

9.4 In the event that the Proxy User, the Recipient or any third party should sustain any damages under any of the circumstances referred to in article 9.2 and then initiates legal action for liability against LuxTrust, the User will be obliged to reimburse LuxTrust and to indemnify and hold LuxTrust harmless against all consequences of such lawsuits, including but not limited to reimbursing LuxTrust for any damages and interest eventually adjudged against LuxTrust in connection with any transaction as well as any court and attorney's fees entailed by any such legal action or settlement.

9.5 In connection with the provision of the Subscribed Service, LuxTrust reserves the right to resort to the services of third parties and to those of the Registration Authority/ies acting as its proxy. The User acknowledges and accepts that the amounts provided for in article 9.3 constitute the entirety of LuxTrust's liability and that of its partners (including the Registration Authority/ies) towards User in respect of the objective of the Contract and waives in advance any exercise of recourse for liability against LuxTrust's partners.

## 10. MODIFICATION OF THE CONTRACT

The Contract may be modified at any time:

- (a) through the joint agreement of the two Parties, by means of a written addendum; or
- (b) unilaterally by LuxTrust according to the following procedure:
  - (i) LuxTrust notifies the User, through at least one (1) of the means of communication provided for in article 11.2 or by any other means of communication determined by LuxTrust of the planned change;
  - (ii) The User has a period of one (1) month from the notification cited in item (i) to terminate the Contract by informing LuxTrust by registered letter with acknowledgment of receipt and to obtain reimbursement of the Fees paid in advance on a pro rata temporis basis;
  - (iii) In the absence of termination by the User, the modifications will enter into force one (1) month from the notification cited in item (i) and the User will be deemed to have agreed to said modifications.

## 11. GENERAL PROVISIONS

11.1 Means of communication regarding Blocking, Suspending or Reactivating the Subscribed Service:

Any request for Blocking, Suspension or Reactivation of the Subscribed Service must be made exclusively through one of the means below:

- (a) Either online, by following the procedure indicated on the LuxTrust homepage (<https://sra.luxtrust.lu>);
- (b) or by telephone by contacting the Helpdesk (at +352 24 550 550) and using the "identification questions" defined during registration;
- (c) or at the public office of any Registration Authority; the list of public offices is available on the LuxTrust website (<http://www.luxtrust.lu>)
- (d) or, exclusively for professional Users, by sending a request (e.g. an e-mail), electronically signed by the certificate holder.

11.2 Communication between Parties: For all communication not related to the Blocking, Suspension or Reactivation of a Subscribed Service and except regarding the cases in which the Contract determines otherwise, any communication between the Parties in connection with the Contract will be valid if it has been done by any one of the following means:

- (a) by postal letter sent to the following address, deemed to have been received three (3) Business Days after the date of dispatch:
  - (i) For LuxTrust: L-8308 Capellen, 13-15 Parc d'activités, Grand-Duché de Luxembourg;
  - (ii) For the User: see Order Form;
- (b) by e-mail, signed with an Electronic Signature of the sender, sent to the following address and deemed to have been received four (4) Working Hours after its dispatch:
  - (i) For LuxTrust: [info@luxtrust.lu](mailto:info@luxtrust.lu);
  - (ii) For the User: see Order Form; and
- (c) by fax, to the following number and deemed to have been received four (4) Business Hours after its dispatch:
  - (i) For LuxTrust: +352 26 68 15-789;
  - (d) by SMS sent by LuxTrust to its subscribers.

11.3 Integrity and confidentiality of electronic communications

By default, e-mails or other types of electronic communications sent via the Internet are not secure. LuxTrust cannot guarantee the integrity and origin of electronic communications, unless they have been duly signed digitally. The confidentiality of e-mails can only be guaranteed if they are encrypted correctly by means of an Electronic Certificate. It is recommended to ensure that

e-mails are analysed by software that detects computer viruses.

## 12. DEFINITIONS

### Registration Authority

Entity designated by LuxTrust to act as registration authority and perform the processes associated with the User's registration, as well as certain actions specified in the Contract.

### Block (or Blocking)

Procedure initiated by the User, the Proxy User or LuxTrust according to which the validity of the Subscribed Service is terminated immediately, irrevocably and definitively ("Blocked"). The Blocking of the Subscribed Service which includes a Certificate automatically entails registration of the Blocked Certificate in the Revocation List.

### Certificate

For the purposes of these terms and conditions, the term "Certificate" includes the Certificate for authentication and signature and/or the Certificate for Electronic Seal

### Order Form

See article 1.1. In some cases, the Order Form is automatically issued by the Registration Authority and submitted directly to LuxTrust.

### Certificate for authentication and signature

An electronic file containing the identification elements of the User or the Proxy User, as applicable, more specifically his public key, and electronically signed by LuxTrust.

### Certificate for Electronic Seal

Electronic file containing elements of identification of the User (being a company or legal entity), in particular his public key, signed electronically by LuxTrust.

### eIDAS

Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and confidence-building services for electronic transactions in the internal market repealing Directive 1999/93 / EC.

### Electronic Signature

Data in electronic form that is connected or logically associated with other data in electronic form and that the signatory uses to sign.

### Electronic Seal

Data in electronic form that is connected or logically associated with other data in electronic form to ensure the origin and integrity of the data.  
Impairment (or impairing) Disclosure or suspicion of disclosure or loss of Devices and/or Access Codes and/or of a private key leading to possible loss of confidentiality and/or integrity of the elements concerned.

### Contract

All the contractual documents related to the delivery of the Subscribed Services having been agreed between the Parties and which are applicable in descending hierarchical order of (i) the Order Form, (ii) the Terms and Conditions and (iii) any annexes to the Terms and Conditions in force at any time.

### CP (Certificate Policy)

Certification policy followed by LuxTrust. The CP, which may be unilaterally modified by LuxTrust from time to time, which may be consulted at any time on the LuxTrust homepage (<https://repository.luxtrust.lu>).

### CPS (LuxTrust Certification Practice Statement Summary)

Detailed procedures applicable to providing the Services and/or Certificates by LuxTrust. The CPS may be modified by LuxTrust from time to time and should be consulted at any given time by the User and the Proxy User (<https://repository.luxtrust.lu>).

### Initialization Date

Depending on the Subscribed Service, the start date of the Subscribed Service notified by sending the Device or the Access Codes.

### Recipient

Third-party recipient of any document signed by the User or the Proxy User by means of the Certificate or by a transaction validated by means of the Certificate.

### Device

SmartCard, Signing Stick, Token or any other means (hardware or software) allowing LuxTrust to provide the Subscribed Services, including the supplemental services such as a Certificate. The Device remains the property of LuxTrust except if a User's smart device (smartphone or tablet) is used.

### Personal Data

Any information relating to an identified or identifiable natural person as defined in the applicable law (see Article 6.1).

### Business Hour

An hour of a Business Day falling between 8:00 a.m. and 5:00 p.m.

### Access Codes

Strictly confidential and personal information of the User or Proxy User allowing for the use of the Subscribed Service together with the Device. The User is responsible for the retention of Access Codes by him or by the Proxy User as applicable in conditions suitable to prevent their impairment. The User and the Proxy User may change certain identifiable information such as the Signing Server PIN or password and are encouraged to do so regularly. Each Proxy User is responsible, at the responsibility of the User, to strictly maintain the confidentiality of his identifiable information, including with respect to the User and any other Proxy Users.

Signing Servers passwords must have between 6 and 10 characters including lower case letters, upper case letters and numbers. Users and proxy users should respect robustness criteria for defining/changing Signing Servers passwords.

### Business Day

Monday, Tuesday, Wednesday, Thursday, and Friday except public holidays of the Grand Duchy of Luxembourg.

### Revocation List(s)

Lists of Blocked (and thus unusable) Certificates periodically issued by LuxTrust and accessible on its internet homepage ("Certificate Revocation List") (<http://crl.luxtrust.lu>).

### Procedures

The technical procedures defined in item (D) of the preamble on page 1. It is strongly recommended that the User and the Proxy User take note of the Procedures since they are likely to affect the manner in which the Subscribed Services are made available or can be used.

### Reactivation (or Reactivating/Reactivated)

Means the procedure according to which the User, the Proxy User, or LuxTrust proceeds to reactivate a Subscribed Service or a Certificate that has been subject to Suspension.

### Fees

Amounts owed by the User in consideration of the provision of the Subscribed Services by LuxTrust.

### Renewal

The procedure according to which the User or Proxy User, respectively, can renew his Subscribed Service before its validity date expires. In case of Subscribed Services using



Certificates, the Renewal operation allows for the performance of a "re-key" of the Certificate, or to receive another Certificate whose initial generation data remains the same but with different keys.

#### Subscribed Service

A combination of services, Devices, Access Codes and, where applicable, optional services (such as the Certificate) referred to in the Order Form and which are dealt with in the Contract. In the Terms and Conditions, the Subscribed Service designates both the combination of elements composing it as well as each element individually.

#### Signing Stick

Device consisting of a USB stick (or similar hardware) containing a SmartCard.

#### SmartCard

Device consisting of a chip card (or similar medium) containing two (2) private keys as well as the two (2) associated Certificates: one (1) key for Electronic Signatures and one (1) key for other operations such as authentications.

#### Suspension (or Suspending)

A procedure initiated by the User, the Proxy User or by LuxTrust according to which the validity of the Subscribed Service is suspended, thus preventing any use of the Subscribed Service until Reactivation by LuxTrust or by the User or Proxy User, respectively, according to the detailed procedures provided for in the Contract and in the Procedures.

#### Token

A Device that periodically generates a new password required for using the signing server account.

#### User

See article 1.1. The term User in the Terms and Conditions is the equivalent of the term "subscriber" in the technical specification ETSI TS 101 456 v.1.4.3 or any other later version.

**Proxy User** A natural person authorized by and under the responsibility of the User to use a Subscribed Service (including the Electronic Seal) issued for the User's account (the User generally being the employer of the Proxy User). The User must formally authorize LuxTrust to provide a Subscribed Service to the Proxy User and inform the latter of all the obligations incumbent upon him on the basis of the Contract.

The Subscribed Service attributed to a Proxy User remains valid and is Renewed or automatically reactivated up to its Blocking by the User or the Proxy User.

The Proxy User is the only person authorized to know the Access Codes linked to the Device provided in order to use the Subscribed Service. The Proxy User shall always act on behalf of and under the exclusive liability of the User.

The term Proxy User in the Terms and Conditions is the equivalent of the term "subject" in the technical specification ETSI TS 101 456 v.1.4.3 or any other later version.

#### Proxy User for Electronic Seal

A physical person authorized by and under the responsibility of the User to use a Subscribed Service issued on behalf of the User (which is generally the Employer of the Proxy User). The User must inform the Proxy User of all his obligations under the Contract and define a policy for the use of the Certificate for Electronic Seal as defined in Article 5.2 (e) as well as measures to avoid any Impairment as described in Article 5.2 (h).

The Subscribed Service assigned to a User remains valid and is Renewed or Reactivated until it is blocked by the User.

The Proxy User always acts for the account and under the exclusive responsibility of the User.

### 13. COMPLAINTS, DISPUTES AND APPLICABLE LAW

13.1 Any complaint concerning the Subscribed Services may be addressed to LuxTrust at the contact details mentioned in Article 11.2.

13.2 The Contract shall be governed by the laws of Luxembourg.

13.3 The Parties undertake to submit any dispute relating to the Contract exclusively to the courts of the judicial district of Luxembourg. In the event that the User has his registered office or his domicile outside Luxembourg, LuxTrust may, however, act before the territorial jurisdiction of the registered office or domicile of the User. If the User is a consumer resident outside of Luxembourg, this clause shall not preclude him from being able to apply to the courts of his country of residence or to invoke the provisions of the national law of his place of residence.

## ANNEX 1 - PROVISIONS SPECIFIC TO THE CERTIFICATE

### 1. GENERAL PROVISIONS

Certain Subscribed Services may include, depending on the case, one or more Certificates which then constitute an integral part of the Subscribed Service. The specific provisions of the present annex apply whenever the Subscribed Service includes a Certificate, without prejudice to the specific provisions of the Certificate indicated elsewhere in the Terms and Conditions.

In accordance with eIDAS, as well as with ETSI standards to which the Subscribed Services are subject when the latter include Certificates, LuxTrust publishes the technical Procedures contained in the CP and CPS and which are freely accessible on LuxTrust's internet site (<https://repository.luxtrust.lu>).

While these documents are essential in the description and governance of certification policies as well as in the description of practices of LuxTrust (the certification authority), users of the LuxTrust infrastructure may encounter difficulties related to the complexity of the associated designs.

Without prejudice to the Procedures and in order to allow the Users and/or Proxy Users to understand and be able to make informed decisions, LuxTrust has published publishes the Infrastructure Practices Declaration at the following link: <https://www.luxtrust.lu/upload/data/repository/PDS.pdf>.

### 2. CERTIFICATION

LuxTrust's qualified services are registered in the Trusted List: <https://portail-qualite.public.lu/dam-assets/fr/publications/confiance-numerique/liste-confiance-nationale/tsl-html/TSL-HTML.html>

The conformity assessment body shall be accredited according to the requirements of ISO / IEC 17065: 2012, and the additional requirements of the ILNAS EN 319 403: 2015 standard, in accordance with the eIDAS Regulation (N° 910/2014 (EU)).