A. Certification Services

1 Scope of Services

1.1 These General Terms and Conditions on TC QSign cover the providing of all products and services by the Symantec Limited, hereinafter called „Symantec". Signature cards are chip cards containing a qualified certificates of a certification service provider accredited under the German Electronic Signature Act for creating qualified electronic signatures. The signature card also contains certificate for the creation of advanced signatures. TC QSign will be provided by TC TrustCenter GmbH, an accredited certification services provider under German law and an affiliate of Symantec.

1.2 The products and services to be provided by Symantec are exclusively described in the agreement and its attachments. The agreement contains of the order form, the service description as well as of these General Terms and Conditions on TC QSign, whereas amendments or change requests deemed to be attachments, too.

2 Transmission of Data

2.1 Symantec's directory of qualified certificates transmits the data stated in the qualified certificate automatically to all who access it. This transmission is carried out globally. Only the information about persons or organisations contained in the certificate as well as the status of the certificate will be submitted. While applying for a qualified certificate, the customer has the choice to agree to publish the qualified certificate. If the applicant does not agree a validation of a qualified electronic signature is possible by using the serial number.

2.2 Symantec will only obtain, process and utilise the personal and organisation-related data which is necessary for the issuance of a certificate and the listing of that certificate in the directory of certificates.

2.3 Symantec will not transmit the data contained in certificates to third parties for advertising purposes. Symantec will only assign the processing of data to companies, which operate compliant to the applicable data protection laws.

2.4 Symantec undertakes to keep all personal and organisation-related data which is not included in the certificate secure from unauthorised access.

3 Revocation of Certificates

3.1 Means of Revocation

The certificate may be revoked **(a)** by telephone call with revocation password to 0800-TCTRUST (0800-8287878), or **(b)** by writing to Symantec, subject "Revocation", TC TrustCenter GmbH, Sonninstrasse 24-28, 20097 Hamburg, Germany. The letter shall contain the revocation password or shall be signed by the person or entity authorized to revoke.

The above addresses and telephone numbers shall be used exclusively for revocation. No help or assistance can be given under the above contacts. Symantec confirms the revocation of a certificate by a signed e-mail.

3.2 Revocation Rights and Obligations

3.2.1. Certificate Owner

3.2.1.1 The owner of a certificate shall be obliged to revoke its certificate if

3.2.1.1.1 information in the certificate is not valid (e.g. after changing an e-mail account) or data contained in the certificate is not correct or the data does not comply with that at the certification point of time.

3.2.1.1.2 the relevant token with the private key is not needed anymore,

3.2.1.1.3 the private key associated with the certificate is lost,

3.2.1.1.4 there is the suspicion that unauthorized persons have access to the private key or could manipulate it,

3.2.1.1.5 there is the suspicion that the signature key is compromised, respectively that it is used by a third patry.

3.2.1.1.6 identification data has been disclosed, or there is a suspicion that this has occurred, and the identification data has not been changed.

3.2.1.2 The owner of a certificate shall be entitled to revoke its certificate at any time without disclosing a cause.

3.2.2 Symantec

3.2.2.1 Symantec shall be obliged to revoke its certificate if

3.2.2.1.1 Symantec receives a legitimate application of revocation from the owner of a certificate or a third party,

3.2.2.1.2 Symantec becomes aware of the existence of an obligation for revocation by the owner of a certificate,

3.2.2.1.3 it can be proven that the owner of a certificate breached the contract.

3.2.2.1.4 the person named in the certificate has died or the organisation named in the certificate has ceased to function or been renamed,

3.2.2.1.5 the customer has terminated the agreement,

3.2.2.1.6 Symantec is convinced that it is in the best interest of the integrity of the certification authority, or

3.2.2.1.7 there is a statutory duty for revocation.

3.2.2.2 Symantec shall be entitled to revoke its certificate if

3.2.2.2.1 cryptographic algorithms or parameters become insecure because of technological progress or new developments in cryptography Symantec reserves the right to revoke certificates that are issued using these algorithms or parameters,

3.2.2.2.2 the owner of a certificate does not fulfil its contractual obligations, in particular does not pay for the certificate,

3.2.2.2.3 the certificate contains information which does not comply with the certification policy definitions. Or

3.2.2.2.4 there is information about a breach of the integrity or security of the certificate caused by the disregard of the obligations of care and co-operation by the owner of the certificate.

3.2.3 Third Parties

3.2.3.1 A third party shall be obliged to revoke its certificate if

3.2.3.1.1 it becomes aware of the existence of an obligation for revocation of the certificate on the part of the owner or Symantec,

3.2.3.1.2 a certificate has been issued in relation to an organisation of the third party and the owner of that certificate has left the organisation.

3.2.3.2 A third party shall be entitled to revoke a certificate if the third party has verified information for a certificate and the third party is mentioned in this certificate. In particular, for certificates issued under an Adobe root, Adobe has an own right for revocation.

4 Obligations of Care and Co-operation of the Owner of the Certificate

4.1 The following obligations of care and co-operation are material obligations of the owner of the certificate.

4.1.1 Only true and correct certificate information shall be given to Symantec.

4.1.2 The signature card containing the data with the private key shall be secured personally. The regard of the revocation obligations is essential for the agreement. If the media containing the private key are no longer required they shall be rendered unusable and the revocation of the certificate shall be arranged in the event that it is not yet expired.

4.1.3 Personal identification numbers or passwords for identification in relation to the data media containing the private key shall remain secret. In particular, they shall not be noted or marked on the related media or in any other way stored together with such media. In the event of release or the suspicion of the release of such identification information, the information shall be changed at once or a revocation shall be arranged.

4.1.4 It must be ensured that no virus or potentially damaging software is used or stored on any hardware which could lead to the revelation of the identification data or which could allow the signature or signature verification procedures to be compromised or copied.

4.1.5 In order to achieve optimal security in the verification of electronic signatures it is necessary to check in the certificate directory of Symantec or other certification authorities to ensure that the signature key certificates of the authority are valid and not revoked.

4.1.6 Every owner of a certificate shall select a revocation password for the revocation of this certificate. This revocation password should be available for use in emergencies and protected against misuse by third parties. Symantec hereby puts the Customer on notice that the misuse of the revocation password can in particular cases lead to considerable damage.

4.2 The following obligations of care and co-operation are material obligations of the customer of the certificate.

4.2.1 The customer will only let his own name be certified by Symantec. Own names are those on which no third parties, especially other customers or other organisations, have rights or entitlements.

4.2.2 While using TC QSign Unlimited the customer is obliged to use the signature card only in a secure environment as described in the subscriber information.

4.2.3 If the customer is not identical to the certificate holder the customer shall transfer the rights and obligations according to article A to the certificate holder.

B Diversification of Risks

5 Liability

5.1 Symantec shall be liable for intent and gross negligence. In slight negligence cases of imputable damages due to personal injury, Symantec shall be liable without limitation.

5.2 In the event of the violation of material contractual obligations, Symantec shall be liable for slight negligence, but limited to the typical contractual direct average damage, foreseeable for Symantec. This also applies for slight negligent violation of obligations of vicarious agents of Symantec. Material contractual obligations are those which are necessary to achieve the objectives of the agreement.

5.3 Symantec shall not be liable for acts of the owner of a certificate or third parties that use a certificate in an unauthorized way, for their legal capabilities, their solvency, or for the validity of an agreement made by using the keys.

5.4 Symantec shall not be liable for failures which are not within Symantec's scope of responsibility, especially for technical failures or non availability of the certificate directory or single certificates.

5.5 Symantec shall not be liable for the security of the public key security systems of the customer as far as these are not purchased from Symantec.

5.6 Symantec shall not be liable for the loss of data and/or programs if the damage is due to the fact that the customer has not run data back-up in order to ensure that lost data can be recovered with reasonable efforts.

5.7 The customer shall immediately inform Symantec about any damages or losses, which entitles the customer to claims against Symantec.

6 Warranty

6.1 The customer is obliged to check all statements in the certificate for incompleteness and incorrectness, and must notify the Symantec immediately if any are found, following the fulfilment of the service by Symantec.

6.2 Symantec will replace a defective certificate by issuing a new certificate if the defect is caused by Symantec. It should be noted that a defective certificate will be revoked and cannot be used anymore.

6.3 The customer shall inform Symantec, in writing, within a period of two weeks from the reception of the goods, or a certificate, of recognisable defects; otherwise a warranty claim is void. Hidden defects shall be communicated in writing immediately after their detection. In order to be within the term, the notice needs to be dispatched in due time. It is the obligation of the customer to prove all conditions of entitlement of a warranty claim, especially for the defect itself, for the time required to recognize the error and the timeliness of the defect notification.

6.4 Symantec will meet its warranty obligations primary by remedy of the defect or additional delivery, at the choice of the customer. However, Symantec is entitled to reject the kind of remedy chosen by the customer if the remedy is only possible at disproportional costs and another kind of remedy will have no material disadvantage for the customer.

6.5 In the event that the remedy of the defect fails, the customer may, at its own discretion, demand reduction of the payment or rescind the contract. In the case of only slight deviations from the contract, especially in the event of minor defects, the customer may not rescind the contract.

6.6 If the customer chooses to rescind the contract after unsuccessful attempts to remedy the defect, in the event of a defect of the goods or the title, the customer may not claim any damages.
If the customer claims damages after unsuccessful remedy of the defect, the goods remain with the customer. The claim shall be limited to the difference between the purchase price and the value of the defective goods. This does not apply in the event that Symantec has committed the breach maliciously.

6.7 The term of warranty is 24 months starting from the delivery of the goods if the customer is a consumer, and 12 months in all other cases. If the customer has not notified Symantec of the defect in due time, no warranty term is applicable.

6.8 The customer receives no guarantees in the legal terms from Symantec. In particular, due to the high amount of available applications (e.g. internet browsers) Symantec cannot make any statements about compatibility of certificates with these applications.

6.9 If the Symantec cannot fulfil its contractual obligation at all or on time due to force majeure, strike, war, riots or other events beyond the Symantec's control, Symantec cannot be held liable in any way.

6.10 Symantec shall accept no warranty for disruption to performance of Symantec and results from the technical facilities or infrastructure of the Customer, the defective, incorrect or negligent use of goods and services of Symantec, or failure to comply with or use the instructions and conditions in the description of the goods and services or other product information insofar as such is not related to fault on the part of Symantec. If the Symantec cannot fulfil its contractual obligation at all or on time due to force majeure, strike, war, riots or other events beyond the Symantec's control, Symantec cannot be held liable in any way.

7 Passing of Risk

The risk of incidental loss or incidental deterioration will be passed on to the customer with delivery of the goods to the party responsible for delivering the goods. If the delivery is being held up by demand of the customer, the risk will be passed on to the customer once the goods have been declared ready for delivery.

8 Retention of Title

8.1 The title of the delivered goods remains with Symantec until settlement of all claims of Symantec within the ongoing business relationship with the customer. The customer is under an obligation to treat the delivered goods with reasonable care.

8.2 The customer is under an obligation to inform Symantec immediately in the event that the goods are subject to garnishment as well as in the event of damage or destruction of the goods.

8.3 Symantec is entitled to withdraw from the contract and reclaim the delivered goods in the event of any breach of contract by the customer, especially for any delayed payment or breach of a contractual obligation as stated in clause 4 of these General Terms and Conditions.

9 Export

Any export of hardware or software with encryption capabilities by Symantec shall be subject to the condition that permission is obtained from the responsible authorities at the time of the export. In the event that any necessary export permit is refused Symantec shall

be entitled to withdraw from the contract. There shall be no valid claims for damages resulting from any delay related to the procedures for obtaining an export permit. I am not a citizen, national or resident of, and am not under the control of, the government of: Cuba, Iran, North Korea, Syria, and Sudan, nor any other country to which the United States or the European Union or any other applicable country has prohibited export. I will not download or otherwise export or re-export the Programs, directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries. I am not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor am I listed on the United States Department of Commerce Table of Denial Orders, or any lists published by the European Union or other applicable countries. I will not download or otherwise export or re-export the Programs, directly or indirectly, to persons on the above mentioned lists. I will not use the Programs for, and will not allow the Programs to be used for, any purposes prohibited by the laws of United States or the European Union or any other applicable countries, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

C   Contractual Relationship

10   Scope

10.1   Deviating, opposing or supplementary general terms and conditions will not form part of the contract even in the event that these are known to the Symantec, unless Symantec clearly agrees to those in writing.

10.2   The law of the Federal Republic of Germany is applicable for these General Terms and Conditions, expressly excluding international private law and the UN Treaty on International Sale of Goods.

10.3   The customer shall be notified in writing of any modification of these General Terms and Conditions. Such modifications are deemed to be accepted if the customer does not object to them in writing. Symantec will point out this consequence in particular. The customer must inform Symantec within six weeks in writing after notification of modification in the event that the customer objects to the modification.

10.4   The invalidity of one or more provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions of these General Terms and Conditions.

11   Conclusion of Contract

11.1   The services and offers of Symantec are solely based on these General Terms and Conditions which shall also apply, without having been specifically agreed again, to all future business as far as the customers is a enterprise customers or acts as enterprise customers.

11.2   All details in brochures, advertisements or equivalent on the services of Symantec also including prices are non binding and subject to confirmation in writing. Technical modifications are acceptable within reasonable limits.

11.3   By sending the application form to Symantec the customer makes a proposal to enter into an agreement which Symantec is entitled to accept within two weeks after receipt.

11.4   The fulfilment of the contract shall be under the condition of the proper and timely delivery by the supplier of Symantec. This does not apply in the event that the non-delivery is not caused by Symantec, especially when signing a congruent hedging transaction. The customer will be informed without unreasonable delay about the non-availability of the service. Invoices paid will be refunded.

11.5   Since certificates and signature cards are produced by specific requirements of the customer there is no right of withdrawal.

11.6   If under this agreement licences on software of Symantec or third parties are granted to the customer, the licence terms and conditions of those software shall apply.

12   Place of Jurisdiction and Written Form

12.1   In so far as the customer is a business customer, or if the customer is a public corporation or public asset, the place of jurisdiction for all legal disputes arising from or in connection with this agreement is Munich. A possible exclusive place of jurisdiction remains unaffected.

12.2   All modifications or supplements of contractual agreements shall be made in writing for evidence purposes. This also applies for the requirement of the written form itself. The requirement for the written form shall be adhered to by utilising the digitally signed form.

12.3   These General Terms and Conditions are a translation of the German version of our General Terms and Conditions. In the event of lack of clarity or questions with regard to the interpretation of these General Terms and Conditions, the original and authori¬tative German version shall prevail.

D   Termination of the Contract

13   Termination

13.1   The term of the contract is bound to the validity term

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of the certificate. Due to the fact that the certificate must be listed in the certificate directory after revocation, no paid money can be refunded after termination or cancellation of the contract.

13.2 A termination becomes effective after a period of one month. Symantec will execute the termination by revoking the certificate.

13.3 The right for an extraordinary termination remains unaffected hereby.

E Terms of Payment

14 Prices

14.1 All prices stated by Symantec are exclusive of value added tax, which will be added at the applicable rate.

14.2 In the event that the period from the date of the formation of the contract to the agreed date of performance or delivery of goods or the date of performance or delivery of goods desired by the customer and accepted by Symantec exceeds 4 months, the prices on the date of performance or delivery shall apply. If the prices agreed to in the contract are exceeded by more than 10 per cent, the customer shall be entitled to terminate the contract.

15 Payment

15.1 Invoices amounts are due within 14 days from the date of the invoice.

15.2 The contractual parties may only deduct from claims which are legally final or undisputed.

15.3 In the event that the Customer is in default with payment, Symantec may demand interest from the start of the default not less than eight percent per year above the statutory interest rates. Furthermore, Symantec reserves the right to make further claims based on damage resulting from default.

15.4 Should a customer persistently exceed the payment term agreed with Symantec, this will entitle Symantec to deliver services in future only in return for the provision of collateral or payment three months in advance. This also applies in the instance of deterioration of the creditwithiness of the customer, especially if an insolvency petition has been filed.

15.5 The assignment of claims is only allowed with the prior written approval of the other party to the contract, which shall not be unreasonably denied. A right of retention is only valid for opposite claims of the respective contractual agreement.

F Terms on Special Distributions

16 Promotion Codes

16.1 The Certificate price can be paid partly or complete by redeeming a Promotion Code. Promotion Codes can be issued by Symantec for free or with costs.

16.2 Promotion Codes have an individual defined validity. Expired non re-deemed Promotion Codes won't be reimbursed.