

General Terms and Conditions

Version of July 25th, 2022

1. Scope

These General Terms and Conditions (hereafter “GTC”) govern the contractual relationship between a CUSTOMER (hereafter: "CUSTOMER") and SwissSign AG, Sägereistrasse 25, 8152 Glattbrugg, Switzerland, (hereafter SWISSIGN) concerning the use of a SWISSIGN certificate service (hereafter “certificate service”).

The certificate service shall be used by the CUSTOMER itself as a SUBSCRIBER or provided to other SUBSCRIBERS of this service (e.g. the recipient of a certificate or, in the case of personal ID certificates, the owner).

Certificate services comprise the following categories:

1. Managed PKI Services: delivery of various certificate products
2. Time stamp services: delivery of time stamps
3. Individual certificates
4. Special certificate services: Delivery of special certificate products

By placing the order, the CUSTOMER agrees to the GTC.

2. Contractual elements

The following documents constitute an integral part of these GTC, to which they shall be subordinated in the following descending order of priority:

1. the Subscriber Agreement - Certificate service, where the CUSTOMER itself is a SUBSCRIBER and uses certificates;
2. Subscriber Agreement (EUA), where the CUSTOMER itself is a SUBSCRIBER and receives signatures or time stamps;
3. the certificate service order confirmed by SWISSIGN;
4. These GTC including
 - Annex A: “Special Terms and Conditions – Contract Services” for all services excluding individual certificates
 - Annex B: “Special Terms and Conditions - Managed PKI Services“ for Managed PKI Services
 - Annex C: “Special Terms and Conditions - Time stamp Services“ for time stamp services

 - Annex D: “General Terms and Conditions for the Resale of Certificate Services”

The relevant new version of the Subscriber Agreement mentioned in 1. and 2. is on the website <https://repository.swissign.com/>. Any changes are communicated through the system status page: <https://www.swissign.com/de/systemstatus>.

By placing the order, the GTC of the CUSTOMER are expressly excluded.

3. Relations with the SUBSCRIBER

The CUSTOMER shall ensure that all SUBSCRIBERS of the certificate services and any different certificate holders accept the Subscriber Agreements which relate to them and comply with the provisions stated therein.

4. Description of service

Details of the deliverables are described in the relevant service description. The service description can be found in the web shop, the order form, the special provisions or the contractual provisions on the Delegation of the Registration Authority.

5. Order

The CUSTOMER must, in order to be able to use the certificate services, place the order which is available in the web shop www.swissign.com or must fill out correctly and completely the order sheet submitted to it by SWISSIGN and send it to SWISSIGN. Any additional documents must also be completed in accordance with the order, validly signed and attached.

The CUSTOMER undertakes that the information it provides when the certificate service is ordered is true.

Certificates may only be acquired by individuals and organisations from countries which can be selected at registration or whose country is not listed under the export restrictions on the website <https://www.swissign.com/export>.

When it receives certificates through the web shop, the CUSTOMER undertakes to store its personal password carefully. SWISSIGN shall not be liable in any way for the improper use or misappropriation of the password.

SWISSIGN shall be entitled to refuse orders without stating reasons.

6. Cooperation of the CUSTOMER

The CUSTOMER shall use the relevant change requests to notify SWISSIGN of any changes in parameters in the certificate service it has acquired, and shall use current change forms available from the web shop.

The CUSTOMER shall immediately forward to SWISSIGN any reports from the SUBSCRIBER of the certificate service, in particular those related to changes in its specified data, organisational data, responsible persons, access rights, authorised officers, setup data etc. as well as any reports that a key has been stolen or lost or that the service has been otherwise compromised, or shall report this to SWISSIGN as soon as it itself learns of this information.

7. Entry into force, term, termination, effect of termination

The contract shall be concluded upon confirmation of the order by SWISSIGN.

In the case of individual certificates, the term of the individual certificate shall commence upon its issue. After the effective date of the contract the CUSTOMER can no longer cancel the contract in the case of individual certificates. The relevant contract shall lapse at the end of the term of the individual certificate.

For the other certificate services, see Annex A, section 2.

8. Delivery

The goods are generally delivered worldwide. In the case of physical goods, SWISSIGN reserves the right to make restrictions. Moreover, in the case of physical goods, delivery is only made while stocks last. Deliveries are always made following receipt of payment.

The CUSTOMER shall be informed if there are any obstacles to delivery. If the goods are no longer available, the order shall be cancelled. Amounts already paid by the CUSTOMER shall be refunded if the order is cancelled. Any other claims of the CUSTOMER, in particular claims for damages due to delays in delivery, are excluded.

9. Availability

Availability of the services offered shall be based on the current SLA certificate services as described on the website www.swissign.com/sla.

10. Fee

10.1 Prices

The prices and price models published as an integral part of the order sheet or the order form in the web shop or those agreed in writing with the CUSTOMER shall apply to the use of the certificate service. They shall be net and be subject to Swiss VAT.

10.2 Fee for each product request

As part of the order volume, the CUSTOMER acquires a right to request a pre-paid specified number of products or transactions which are described in the special provisions of the respective certificate service. The fee is due/not refunded if the products cannot be delivered due to reasons for which the CUSTOMER is responsible.

10.3 Setup fee

One-time setup fees can be charged at the start of the certificate service for CUSTOMER-specific assembly of the products. These are shown in the order sheet or in the order form in the certificate service web shop.

10.4 Annual fees

In addition to the request fees, fixed annual fees can be charged at the start of each contract year for system support and maintenance. These are shown in the order sheet or in the order form in the certificate service web shop and are described in the special provisions of the Annexes, where available.

10.5 Change fee

The CUSTOMER may request changes in the certificate services. Fees for changes and cancellations are shown in the change sheet.

10.6 Sliding prices

Provided no individual certificate has been acquired, when contracts are renewed the terms of the existing contract shall apply, subject to SWISSIGN resetting the prices to take account of the market situation, and provided no change order has been made under new terms.

11. Payment, payment due date, offsetting and default

11.1 Payment due date

The payment due date is 30 days after invoicing.

11.2 Types of payment

Where the CUSTOMER pays with a credit card, it authorises SWISSIGN to assign its claims to the corresponding credit card company. The provisions of the credit card agreement shall apply.

11.3 Offsetting

The CUSTOMER may not offset amounts due to SWISSIGN against any counterclaims.

11.4 Payment delay and non-payment

The following provisions shall apply in the event of non-payment on the part of the CUSTOMER or a BUSINESS PARTNER:

1. If a debtor owes the service fee to SWISSSIGN, the debtor shall be deemed to be in default following the issue of a reminder.
2. If payment is not made within the grace period either, SWISSSIGN shall be entitled:
 - to inform the relevant SUBSCRIBER of the certificate service of the default on the part of the debtor,
 - to require the relevant SUBSCRIBER of the certificate service to pay to it direct the outstanding amounts relating to the SUBSCRIBER by a final payment deadline,
 - to inform the relevant SUBSCRIBER that services may be discontinued in the event of non-payment.

Where the SUBSCRIBER is part of an organisation which receives the certificate service, the contact appointed as the representative of said organisation shall be informed instead of the SUBSCRIBER.

If no payment is made by the final deadline, SWISSSIGN shall be authorised to block access and revoke the relevant certificates or provide a limited service.

12. Use of third parties

SWISSSIGN may engage third parties at any time to provide its services.

13. Warranty

The CUSTOMER shall, upon their receipt by the SUBSCRIBER, arrange for the inspection of the material supplied, including in particular the certificates, signatures and time stamps issued, in accordance with the relevant subscriber terms, and shall promptly notify any defects or incorrect and/or incomplete information (within a maximum of 7 business days), but in any event before certificates are used for the first time in a communication with third parties.

Unless obvious defects are reported immediately after receipt, and latent defects reported immediately after they are discovered, the rights to object in respect thereof shall be deemed to be forfeit.

If a defect is notified, SWISSSIGN can opt for either remedial performance or replacement. Defective certificates, time stamps and signatures will be declared invalid and replaced by new ones. Any additional rights in relation to defects are expressly excluded.

14. Liability

SWISSSIGN shall be liable to the CUSTOMER for all loss or damage caused by it unless it proves that it was not at fault. Liability for carelessness is excluded. The CP/CPS liability regulations shall apply in relation to third parties.

SWISSSIGN shall not be liable for proper operation of third party systems, such as the internet, nor for the systems and software used by the CUSTOMER or SUBSCRIBER.

The CUSTOMER and the SUBSCRIBER shall be liable to SWISSSIGN for loss or damage which is in any way attributable to the non-performance or inadequate performance of its contractual obligations unless it demonstrates that it is not at fault.

The CUSTOMER undertakes to indemnify SWISSSIGN in respect of all third party claims resulting from the non-contractual or illegal use or misuse of the certificate service by the CUSTOMER and/or SUBSCRIBER. The indemnification includes the obligation to fully indemnify SWISSSIGN in respect of legal defence costs (e.g. court and legal costs). This, however, applies only if SWISSSIGN informs the CUSTOMER of the assertion of any third party claims, does not accept claims without the approval of the CUSTOMER and decides to delegate legal defence of the claims to the CUSTOMER.

Each party shall be liable for the conduct of those assisting them, and of any third parties who are engaged (e.g. subcontractors, suppliers) in the same way as they are for their own staff.

In respect of personal injury, the parties shall be liable for any fault.

The parties shall not under any circumstances be liable for indirect losses, consequential loss or damage, data loss, additional expense or third party claims, lost profit or unachieved savings or for loss or damage due to late delivery or performance.

The CUSTOMER is aware of the statutory liability of the holder of a signing key pursuant to Art. 59a of the Swiss Code of Obligations.

15. Data protection

SWISSSIGN undertakes to comply with the provisions of Swiss data protection legislation. The CUSTOMER for its part undertakes to comply with the local data protection regulations that apply to it.

The data collected during performance of the service, in particular personal data, may only be used for the purpose of and to the extent necessary for performing and implementing the certificate service. Using it for other purposes or passing it to third parties is strictly prohibited. There is still an option to pass it to third parties who are engaged to provide the service.

The data which is needed to provide the service shall be saved by SWISSSIGN and treated as confidential. The very latest in security technology shall be used to protect data from unauthorised processing or unauthorised access.

In order to comply with the statutory regulations, SWISSSIGN must keep all certificate holder data, documentation and audit information for a minimum period of 11 years after a certificate ends.

The data protection level in Switzerland has been confirmed by the European Commission as adequate. The requirement for the lawful transmission of data from member states of the European Union to Switzerland, namely that there must be an adequate level of data protection in the location in the third party country where the data is received, has consequently been met.

In addition, when an order is made in the web shop, the CUSTOMER states his agreement that SWISSSIGN can use all registration and usage data for market research and advertising purposes (e.g. as a reference). SWISSSIGN may compare such data in anonymised form with user information of third parties and/or develop user statistics and notify third parties of these statistics.

16. Confidentiality

SWISSSIGN, CUSTOMERS and any partners shall treat in confidence all facts and information that are not in the public domain or generally accessible (including in particular price lists). In the event of doubt, all facts and information shall be treated as confidential. The parties undertake to take all financially reasonable precautions that are technically and organizationally possible to ensure that confidential facts and information are protected effectively against access by or disclosure to unauthorized persons.

The duty of confidentiality exists even before a certificate service is ordered and shall continue to apply after the contractual relationship ends. The duty of confidentiality is not breached by the disclosure of confidential information within the same group or to third parties engaged to provide services. The parties shall impose on their employees and any other persons helping them the duties stated in the previous clause.

17. No partnership

SWISSSIGN and the CUSTOMER expressly declare that they have not constituted a partnership within the meaning of Article 530 of the Swiss Code of Obligations or established any other corporate

relationship. Each party shall refrain from creating the impression with third parties that it is in partnership with the other party.

Cooperation between the parties shall be directed exclusively at the provision of services for remuneration under the terms of individual exchange contracts.

The parties do not have any common organisation, infrastructure or funds and are not pursuing a common purpose. The parties are separate undertakings independent of each other and operate as such on the market. The parties are not subject to any duty to pay contributions or additional contributions of any kind. There shall be no participation in profits or losses. Each party shall bear its own costs and risks. Neither party shall be entitled to act on behalf of the other party.

18. Assignment and transfer of rights and duties

The CUSTOMER may not assign or pledge its claims against SWISSSIGN without the written approval of SWISSSIGN.

The CUSTOMER shall not be entitled to assign or transfer the rights and duties created under this contract.

19. Severability

In the event that any of the provisions of these GTC prove to be invalid or unlawful, this shall not affect the validity of the contract. In that event, the provision concerned shall be replaced by a valid provision that comes as close as possible to the original one in financial terms.

20. Amendment of GTC

SWISSSIGN reserves the right to amend the GTC at any time. Before it comes into effect, the relevant new version shall be published in good time on the website <https://www.swissign.com/en/agb-swissign> and communicated through the system status page: <https://www.swissign.com/de/systemstatus>.

The amended GTC shall be deemed to have been approved unless objected to in writing by the CUSTOMER within one month of the time it becomes aware of them. An objection shall be construed as termination of the contract and shall result automatically in its dissolution.

21. Applicable law and jurisdiction

Swiss law shall apply exclusively. The provisions of the United Nations Convention of 11 April 1980s on Contracts for the International Sale of Goods ("CISG") shall not apply.

The exclusive place of jurisdiction shall be Zurich, Switzerland. If the CUSTOMER has a foreign domicile or place of business, Zurich shall be deemed to be the place of enforcement and to have exclusive jurisdiction for all proceedings.

**Annex A: Special Terms and Conditions concerning contract term, pricing and request terms, payment terms for contract services
("Special Terms and Conditions – Contract Services")**

1. Applicability of Annex A

Annex A shall apply to the following Contract Services:

1. Managed PKI services
2. Time stamp services
3. Special certificate services

It does not apply to individual certificates in the web shop.

2. Term and termination of contract, effect of termination, extension of contract

The duration and the initial contract term shall be specified in the order.

Unless it is terminated at least three months prior to the end of the initial contract period or further contract period, the contract shall be automatically renewed for a further contract period of one year and for the same order and request volume, unless this has been reduced in advance. Unless otherwise agreed, a change order will be always based on the most recent contract terms and conditions.

Unless otherwise agreed, the contract may be terminated by either party in writing subject to giving notice of 3 months before the end of the initial contract term or renewed contract term.

Upon termination of the contract the possibility of accessing the certificate service shall lapse. Active certificates shall be revoked.

The above shall be without prejudice to the right of both parties to immediate termination for good cause. The "good cause" requirement shall be deemed to be met in particular by:

- the occurrence of events or circumstances that make it unreasonable for the terminating party to continue the contractual relationship;
- a breach of the duties specified in this contract;
- if SWISSIGN is no longer able on legal grounds to comply with its duties under this contract;
- the publication of official notice of the initiation of bankruptcy proceedings or the grant of a debt restructuring moratorium in relation to one of the parties;

Notice of termination shall always be made in writing.

3. Use of order volume

Certificate service products or transactions may be purchased for a contract term of one or more years and up to a specified order volume subject to advance payment by the SUBSCRIBERS. The order volume is shown in the order sheet or the order form of the web shop.

Unless otherwise agreed, in case of an order volume overrun, the additional volume used will be billed subsequently at full price based on the active certificates existing at the time of subsequent billing at the end of the contract term.

The number of active certificates at the time of subsequent billing will be automatically used as the basis for the billing for the coming contract year. The existing order volume must therefore be taken into account in the order. Repayment of unexploited order volume is excluded.

The volume may be reduced at any time by the CUSTOMER up until 30 days prior to the start of the new contract year.

The minimum order volume is shown in the order sheet or the order form in the web shop.

4. Payment terms

4.1 Due dates of payments

Unless otherwise specified, the advance payment shall be due and payable upon receipt of the annual invoice from SWISSIGN.

5. Subsequent changes

Change orders placed after a binding order has been made shall attract the change and cancellation fees specified in the change order form or in a separate offer. This shall include all parameters not included in the original set up. A maximum number of parameters can be defined for the original setup, as shown in the order.

Where these are available, the corresponding current change request forms published in the web shop shall always be used for the changes in parameters.

6. Revocation of certificates, time stamps and signatures

Revoked certificates, time stamps and signatures can no longer be actively used and are no longer part of the order volume.

Annex B: Special Terms and Conditions - Managed PKI Services

1. Scope

In a Managed PKI service, SWISSSIGN outsources parts of its registration activity to an external registration authority. The external registration authority may in the setup defined by SWISSSIGN independently approve certificate requests and thereby trigger the issuance of certificates. The scope of a Managed PKI service is described on the web page and in the Registration Authority Delegation Policy. These provisions apply to CUSTOMERS who obtain a Managed PKI service from SWISSSIGN including an external registration authority.

2. Delegation of the Registration Authority

The parties will contractually determine the actual scope and any rights and duties concerning the delegation of the Registration Authority.

3. Order

The necessary documents must be completely, correctly and validly signed and submitted by the CUSTOMER to SWISSSIGN. The order and the other applicable documents will specify the organisation and setup parameters for which the Managed PKI is set up.

SWISSSIGN shall be entitled to refuse orders without stating reasons.

As part of the Managed PKI Services, the CUSTOMER may order the relevant products and/or services offered for sale in the SWISSSIGN online shop (www.swissign.com).

4. Use as reference

SWISSSIGN may use the CUSTOMER as a reference for other (potential) CUSTOMERS on its website, in print materials and presentations. The reference includes the name of the CUSTOMER, its logo, the period and the scope of the related service. The CUSTOMER can expressly contradict the reference nomination when placing the order.

Annex C: Special Terms and Conditions – Time Stamp Services

1. Scope

In a time stamp service, SWISSIGN shall provide the SUBSCRIBERS of the service with time stamps via an interface. These provisions shall apply to SUBSCRIBERS who receive a time stamp service from SWISSIGN.

2. Order

Section 5 of the main part of the GTC is generally applicable.

3. Time stamp order volume

The order volume for the time stamp service shall be calculated based on the total number of expected time stamp requests in a year. A time stamp request here is a one-time call up of the time stamp service interface and the receipt of a time stamp through the SUBSCRIBER. The order volume may be only used during the pre-paid contract year and shall thereafter be invalid.

4. Order volume overruns

In case of an order volume overrun, the excess number of time stamps received shall be billed subsequently at the prevailing prices and subject to the volume range.

Annex D : General Terms and Conditions for the Resale of Certificate Services

1. Scope

These General Terms and Conditions for the Resale of Certificate Services (hereafter "RESELLER GTC") govern the contractual relationship between SwissSign AG, Sägereistrasse 25, 8152 Glattbrugg, Switzerland (hereafter "SWISSSIGN") and the BUSINESS PARTNER for the resale of the SWISSSIGN certificate services to END CUSTOMERS of the BUSINESS PARTNER (hereafter "END CUSTOMER").

In placing each order, the BUSINESS PARTNER assents to the RESELLER GTC and to the GTC (www.swissign.com/de/GTC, hereafter "BASIC GTC") including their Annexes in relation to the order concerned. In the event of inconsistencies, the following shall apply in the following descending order of priority: the certificate order confirmed by SWISSSIGN, RESELLER GTC, BASIC GTC (including Annexes).

By placing the order, the BUSINESS PARTNER GTC are expressly excluded.

2. Services of SWISSSIGN

SWISSSIGN authorises the BUSINESS PARTNER to sell individual certificates, Managed PKI Services and time stamp services in its own name and on its own account to its END CUSTOMER. The services and certificate characteristics are shown in the relevant product description on the website of the web shop www.swissign.com.

SWISSSIGN shall provide the requested service to the END CUSTOMER of the BUSINESS PARTNER or to the BUSINESS PARTNER itself in accordance with the order. The BUSINESS PARTNER shall receive feedback on the delivery of the service either via the order portal in the web shop or directly. SWISSSIGN shall provide training of reasonable scope to the BUSINESS PARTNER's staff concerning product characteristics and order processing.

SWISSSIGN shall provide third level support services if so requested by the BUSINESS PARTNER. Third level support covers all questions that do not relate to implementation of the CUSTOMER'S application but rather to issues pertaining to the certification authority for the certificate or inspection process. Third level support may be obtained using the contract form at <https://www.swissign.com/contact> or via email at helpdesk@swissign.com.

3. Activities of BUSINESS PARTNER

3.1 Sale of certificate service products

The BUSINESS PARTNER shall sell certificate services products which are provided by SWISSSIGN or individual certificates in its own name and on its own account to its END CUSTOMERS.

The BUSINESS PARTNER shall remunerate SWISSSIGN for all services provided by SWISSSIGN in accordance with the prices stated in the order forms or offers of SWISSSIGN and the following terms and conditions and payment terms.

The BUSINESS PARTNER shall not be obligated to perform any specific action. No specific area or particular class of CUSTOMER has been allocated exclusively to the BUSINESS PARTNER, which does not enjoy any exclusive rights. The BUSINESS PARTNER does not hereby assume any mandate to arrange or conclude transactions.

The BUSINESS PARTNER is obligated to carry out its own activities direct using its own staff or other auxiliaries.

3.2 Order

So that the END CUSTOMER can receive certificate service products, the BUSINESS PARTNER must submit the order available in the web shop www.swissign.com or must fill out correctly and fully the order form submitted to it by SWISSSIGN and send it to SWISSSIGN. Any other agreements which must be concluded directly between SWISSSIGN and the END CUSTOMER (e.g. certificate request), must be completed and legally validly signed by the END CUSTOMER, along with the necessary annexes.

The BUSINESS PARTNER shall always use for all forms the current form templates provided in the web shop www.swissign.com.

For agreements concluded directly between SWISSSIGN and the END CUSTOMER (e.g. Subscriber Agreement or certificate requests), only the unamended documentation templates provided by SWISSSIGN may be used. In addition, these agreements may not be amended by agreement between BUSINESS PARTNER and END CUSTOMER.

3.3 BUSINESS PARTNER's duty of care

The END CUSTOMER is in this sense a SUBSCRIBER to a certificate service and must comply with the Subscriber Agreement with regard to the certificate service. The BUSINESS PARTNER shall ensure that the END CUSTOMER is familiar with and complies with the Subscriber Agreement.

The BUSINESS PARTNER shall pass on immediately to SWISSSIGN any reports from the END CUSTOMER relating in particular to changes in its organisational data, officers, authorised representatives etc. along with any reports that a key has been stolen or lost.

The BUSINESS PARTNER shall inform SWISSSIGN in time of any changes in the preconditions of its END CUSTOMER regarding the parameters mentioned for the configuration of the certificate service. This concerns in particular any change in the name of any organization, any change in the access data (e.g. IP addresses in the case of time stamp services) as well as the lapse of access officers or any changes in persons involved in the certificate issuance process. The BUSINESS PARTNER shall ensure in its contract with the END CUSTOMER that the END CUSTOMER is subject to a disclosure obligation.

The BUSINESS PARTNER shall inform SWISSSIGN about changes in the configuration of the END CUSTOMER with corresponding change requests and shall use the change forms provided for this purpose where available.

For the resale of a Managed PKI service, the Registration Authority Delegation Policy ensures that the END CUSTOMER audits its own Registration Authority processes once a year (see CP/CPS). Upon request, the BUSINESS PARTNER shall present the results of this audit to SWISSSIGN for inspection and/or documentation.

3.4 Support

The BUSINESS PARTNER shall provide first level and second level support directly to the END CUSTOMER.

The BUSINESS PARTNER shall inform its END CUSTOMERS of any maintenance work and other system failures announced by SWISSSIGN or shall inform the END CUSTOMERS of the communication provided by SWISSSIGN about such maintenance work and system failures.

The BUSINESS PARTNER shall train its staff in the provision of effective support for Managed PKI Services and certificates.

The BUSINESS PARTNER shall use the documentation and marketing material made available by SWISSSIGN in the web shop www.swissign.com.

4. Fee

4.1 Pricing

The prices and price models published on the website www.swisssign.com for the BUSINESS PARTNER as an integral part of the linked in order sheet or the order form, or those that have been agreed with the BUSINESS PARTNER in writing, shall apply for the use of the certificate service, including specifically the issuance of certificates.

Pricing for the Managed PKI services shall be determined in accordance with the terms and conditions described in the Annexes of the "BASIC GTC" (www.swisssign.com/de/agb) and already takes into account the BUSINESS PARTNER's purchase terms and conditions.

For individual certificates, the purchase terms and conditions in the web shop automatically apply, provided the BUSINESS PARTNER previously classifies its web shop account with SWISSSIGN at www.swisssign.com according to its partner status, after which any number of individual certificates can be purchased at the pre-discounted price.

4.2 Payment terms

The payment terms for purchasing individual certificates are shown in the BASIC GTC. The special payment terms for the Managed PKI Services and time stamp services are governed by the payment terms described in Annex A to the BASIC GTC.

4.3 Prohibition against offsetting

The BUSINESS PARTNER may not offset amounts due to SWISSSIGN against any counterclaims.

5. Regulation of relations with the END CUSTOMER

Subject to the terms of this Agreement, the BUSINESS PARTNER shall be at liberty to regulate relations with the END CUSTOMER as it sees fit. In particular, it shall be free to determine the price. The conduct of contractual negotiations, the conclusion of contracts, collection, and support shall be a matter exclusively for the BUSINESS PARTNER. The contracts concerned shall be concluded by the BUSINESS PARTNER in its own name and on its own account.

Use of the certificate services by the END CUSTOMER is contingent upon the END CUSTOMER ensuring compliance with the corresponding Subscriber Agreement pursuant to section 2 of the BASIC GTC, and the END CUSTOMER submitting in complete and correct form the documents necessary for a particular service.

6. Termination by the BUSINESS PARTNER, offer to END CUSTOMERS

In the event of termination, SWISSSIGN shall be authorised to inform the END CUSTOMERS of the termination and, if so requested by the END CUSTOMER, to take appropriate steps to continue to provide the service.

7. No partnership

SWISSSIGN and the BUSINESS PARTNER expressly declare that they have not constituted a partnership within the meaning of Article 530 of the Swiss Code of Obligations or established any other corporate relationship. Each party shall refrain from creating the impression with third parties that it is in partnership with the other party.

Cooperation between the parties shall be directed exclusively at the provision of services for remuneration under the terms of individual exchange contracts.

The parties do not have any common organisation, infrastructure or capital and are not pursuing a common purpose. The parties are independent of each other as separate undertakings and operate as such on the market. The parties are not subject to any duty to pay contributions or additional contributions of any kind. There shall be no participation in profits or losses. Each party shall bear its own costs and risks. Neither party shall be entitled to act on behalf of the other party.

8. Applicable law and jurisdiction

Swiss law shall apply exclusively. The provisions of the United Nations Convention of 11 April 1980s on Contracts for the International Sale of Goods ("CISG") shall not apply.

The place of jurisdiction shall be Zurich, Switzerland. If the BUSINESS PARTNER has a foreign domicile or place of business, Zurich shall be regarded as the place of enforcement and the exclusive place of jurisdiction for all proceedings.