

## **General Terms of Use (Personal Account)**

The purpose of the present General Terms of Use for Personal Accounts (hereinafter the "**General Terms of Use for Personal Accounts**" or "**GTUPA**") is to define the legal conditions applicable to the use of a personal user account made available by Cryptolog International, RCS Paris n° 439 129 164 (hereinafter "**Universign**").

### **DEFINITIONS**

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

**Certification Authority or CA:** designates the authority in charge of creating, issuing, managing and revoking Certificates under the Certification Policy.

**Bi-key** refers to a pair of cryptographic keys consisting of a private key and a public key associated with a Certificate issued by the Certification Authority.

**Electronic Seal or Seal** refers to the process used to guarantee the integrity of a sealed Document and to identify the origin of this Document by means of the Certificate used for its sealing.

**Certificate:** refers to the electronic file issued by the Certification Authority containing the identification details of its Subscriber and a public key enabling verification of the Electronic Signature or Electronic Seal for which it is used.

**Qualified Certificate:** means a Certificate meeting the requirements of Article 28 or 38 of European Regulation n°910/2014 of July 23, 2014.

**Customer:** means a natural or legal person who creates, configures or exclusively manages a Workspace as part of their professional activity in order to use one or more Service(s) and who (i) has accepted the Universign SaaS Terms and Conditions, or (ii) has signed a specific commercial agreement with Universign or one of its Partners to use one or more Service(s).

**User Account (personal account):** refers to the computer resources allocated by Universign to a User wishing to use one or more Services. Each User Account is linked to the User's e-mail address.

**Document:** refers to a set of structured electronic data that can be processed as part of a Service.

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

**Registration file:** refers to the file on which the Certificate application is based, containing the information and supporting documents required by the CP.

**Workspace:** refers to the computer resources allocated to the Customer by Universign, enabling the Customer to invite Users to use the Services.

**Identifier:** refers to the specific characters with which a User connects to the Service.

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

**Partner** means a natural or legal person who integrates or markets one or more Universign Services with the solutions it publishes, in order to make them available to a Customer.

**Relying Party** means a natural or legal person wishing, for its own purposes, to rely on the information contained in a Certificate or to verify the validity of the Certificate.

**Authorized Persons** means the persons expressly authorized by the Subscriber to use the private key associated with the Certificate issued in his name.

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

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

**The Personal Data Protection Policy or PPDP** provides information on the personal data processed by Universign as part of the Services, the purposes and basis of such processing, the sharing of such data with third parties and the rights applicable to Users who have transmitted such data.

**Subscriber** means the natural person identified in the Certificate who has under his control the private key corresponding to the public key shown on the Certificate.

**Software Package:** refers to a set of programs, procedures and rules, and possibly Documentation, relating to the operation of an information processing system. The Software Package is developed by Universign to make the Services available in SaaS mode.

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

**Service(s):** refers to all services and software solutions in SaaS mode that Universign undertakes to provide to the User.

**Signatory:** means a User who has signed a Document using the Service.

**Electronic Signature or Signature:** refers to a process used to guarantee the integrity of the signed Document and to express the consent of the Signatory it identifies.

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

**Universign Support:** refers to Universign web support available via the URL <https://help.universign.com/>.

**User:** means, in the context of the present document, a natural person who wishes to benefit from Services on a personal basis and who has a (personal) User Account for this purpose.

## **ARTICLE 1 - PURPOSE**

The present General Terms of Use define the conditions applicable to the Services provided by Universign when a User subscribes to a (personal) User Account.

## **ARTICLE 2 - CONTRACTUAL DOCUMENTS**

The Contract concluded between Universign and the User consists of the following contractual documents, presented in hierarchical order of decreasing legal value:

- The Service policies published on the Website ;
- The Subscription Agreement
- The PPDP
- The present CGUCP ;

In the event of contradiction between one or more stipulations contained in the above-mentioned documents, the higher-ranking document shall prevail.

Universign reserves the right to modify the present CGUCP at any time and without prior notice.

The applicable CGUCP are permanently accessible on the Website, in a format that allows them to be printed and/or downloaded.

### **ARTICLE 3 - ACCEPTANCE**

Before creating a User Account (personal account) to use the associated Services, the User acknowledges :

- Have read the applicable CGUCP ;
- Have the legal capacity and/or authority to enter into commitments under the applicable CGUCP;
- Accept without reservation.

The User's acceptance is materialized by clicking on the checkbox on the Website when creating a User Account (personal account).

He is informed that his commitment does not require a handwritten or electronic signature.

### **ARTICLE 4 - USER ACCOUNT (PERSONAL ACCOUNT)**

#### ***4.1. - Creating a User Account (personal account)***

The User may create a User Account (personal account) in order to benefit from the associated Services, subject to having :

- Suitable computer equipment to access the Service;
- A valid, personal e-mail address (access to which is controlled by the user)

#### ***4.2. - Access to the User Account (personal account)***

To access his User Account (personal account), the User is required to authenticate himself using the Identifier he has freely determined when creating his User Account (personal account).

The User's Identifier is strictly personal. It must meet the security criteria set by Universign and must not under any circumstances be communicated to third parties.

It is expressly reminded that Universign never asks the User, for any reason whatsoever, to communicate his/her Identifier and that any such request shall be considered as a fraudulent request.

The User is entirely responsible for the safekeeping and use of his/her User ID. He must take all necessary measures to prevent unauthorized or fraudulent use of his User Account (personal account).

If the User observes or suspects any unauthorized or fraudulent use of his/her Identifier or any other breach of security, he/she must immediately alert Universign Support.

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

Any access to the User's Account (personal account) using the User's Identifier is deemed to have been made by the User. The User is responsible for all actions carried out via the User Account and releases Universign from all liability in the event of damage suffered or caused to a third party by such actions.

#### ***4.3. - Closing a User Account***

The User may decide to close his User Account (personal account) by logging in to it.

### **ARTICLE 5 - CONDITIONS APPLICABLE TO ALL SERVICES PROVIDED AS PART OF THE USER ACCOUNT (PERSONAL ACCOUNT)**

#### ***5.1. - Use of the Service***

The User undertakes to provide Universign with accurate information for the use of the Service. The User agrees to refrain from any abnormal, abusive or fraudulent use of the Service.

In general, the User agrees to refrain from any activity using the Service that is in breach of the laws and regulations applicable to it.

Failure to comply with the conditions of use of the Service is the sole responsibility of the User.

In such a case, Universign reserves the right to immediately deactivate the User Account (personal account) that has been used fraudulently and/or to initiate any liability action in the event of prejudice.

### ***5.2. - Service quality***

Universign endeavours to provide a Service that complies with the current policies available on the Website.

### ***5.3. - Service delivery and development***

The Service is delivered in SaaS (Software as a Service) mode. It is regularly updated to improve its quality and/or functionality for all Users.

Universign reserves the right to add to or modify the Service at any time in line with technological developments, and will inform Users by any means.

Such Updates shall be considered part of the Service and shall be subject to the terms hereof.

You are advised to consult the Website regularly for information on any changes.

Universign reserves the right, without prior notice or compensation, to temporarily restrict access to the Service, in particular to carry out Updates, maintenance operations, modifications or changes to operating methods or access times, without this list being limitative.

Universign is not responsible for damages of any kind that may result from these changes and/or from the temporary unavailability of the Website or the Service.

### ***5.4. - Service quality***

Universign endeavours to provide a Service that complies with the current policies available on the Website.

Due to the nature and complexity of the Internet network, and in particular its technical performance and response times for consulting, querying or transferring information data, Universign cannot guarantee absolute availability of the Website, the API and, more generally, the Service.

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

The User is responsible for the telecommunication costs of his Internet connection operator when using the Service.

## **ARTICLE 6 - SPECIFIC CONDITIONS FOR EACH SERVICE**

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

### ***6.1. - Certificate Management Service for Individuals***

The Certificate Management Service enables a User to become the Holder of one or more Certificates in order to use them on a personal basis and/or as part of a Workspace.

However, any use of a Certificate in a Workspace must be authorized by the customer who created the Workspace in question.

The Subscriber's Certificate enables the creation of Electronic Document Stamps.

The Certificate identifies the Signatory of the document on which the Electronic Signature is affixed.

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

The Certificate must not be used :

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

Certificates expire after five (5) years from the date of issue.

#### **6.1.1. Service access**

The Subscriber can benefit from the proposed Service on condition that he or she has :

- A valid, personal e-mail address (access to which is controlled by the user);
- A means of personal authentication accepted by Universign (e.g. a personally assigned cell phone number).

### 6.1.2. Certificate management service description

#### 1. Certificate request

The Certificate application must include :

- a Registration File that complies with the CP and whose information and supporting documents have been validated by Universign ;
- a Subscriber authentication procedure that complies with CP requirements;

Once the request has been accepted, Universign will issue a Certificate which may be used in accordance with the present terms and conditions and the related CP.

The Subscriber is informed by e-mail that his Certificate has been made available and how to retrieve it.

#### 1. Certificate acceptance

The Subscriber must check the accuracy of the information on the Certificate within forty-eight (48) hours of Universign making it available. In the event of an error, the Subscriber must expressly notify Universign without delay of the inaccuracy of the information.

In the event of an error on the Certificate notified by the Subscriber within the allotted time, Universign will revoke the Certificate and issue a new Certificate in accordance with the conditions laid down for the initial request.

After the forty-eight (48) hour period, the information contained in the Certificate is presumed verified and the Certificate presumed accepted by the Subscriber.

#### 1. Certificate verification

A Certificate Status Information Service is available on the Certifications tab of the website, enabling you to check the status of your Certificates.

Use of the Certificate status information service is governed by the contractual obligations of the User Party.

This service is available 24/7 in normal operation.



The Certificate Status Information service enables Relying Parties to check and validate the status of a Certificate and the corresponding certification chain (i.e. check the status of Certificates in the chain of trust) prior to use.

Information on Qualified Certificates is available after their expiry without time limit.

#### 1. Certificate revocation

The Subscriber may ask Universign to revoke his Certificate at any time.

A revocation request must be sent immediately to Universign Support by the Subscriber in the event that the Subscriber becomes aware of a possible or proven compromise of the private key, or if the information contained in the Certificate is incorrect or has been modified.

Universign reserves the right to revoke a Certificate at any time without formality or notice, in the event that :

- the information contained in the Certificate is no longer valid;
- the Subscriber fails to comply with the obligations set forth herein or in the CP;
- the use of the Certificate is detrimental to Universign;
- if Universign's certification activities are discontinued.

In the event of expiry or request for revocation of the Certificate, the Subscriber must immediately and definitively cease all use of the Certificate.

The Subscriber acknowledges and accepts that any use of the Certificate after its revocation or expiry excludes the guarantees provided by the CP or within the framework of the present document, without prejudice to any liability action that Universign reserves the right to bring.

The Subscriber acknowledges having all the information required to choose the level and type of Certificate used.

The Subscriber undertakes to :

- provide a Registration File with accurate information;
- immediately notify Universign if any information contained in the Registration File and/or Certificate is incorrect and/or modified;

- hold, where applicable, the intellectual property rights to the elements transmitted in the Registration File;
- use the Certificate only for the purposes authorized by the CP, these terms and conditions and generally by applicable regulations,
- comply with all the requirements defined by the CP relating to the Certificate, in particular generating and using cryptographic keys in a device and with algorithms that comply with the CP;
- not to reverse-engineer or attempt to take control of the software tools used by Universign in connection with the Service.

### 6.1.3. Holder's obligations

The Subscriber acknowledges having all the information required to choose the level and type of Certificate used.

The Subscriber undertakes to :

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

### 6.1.4 Warranties and warranty limits

Universign guarantees :

- the creation and issue of Certificates whose information complies with that contained in the Registration File;
- issuance of Certificates in compliance with the CP corresponding to the Certificate ;
- implementation of CP-compliant revocation services.

For Qualified Certificates, Universign undertakes to:

- verify, at the time the Certificate is issued, that the Subscriber has exclusive control over the Electronic Signature creation data corresponding to the Certificate;
- verify, by appropriate means, the identity of the Subscriber.
- allow the use of Electronic Signature creation and validation data in a complementary manner.

Should Universign cease to operate as a CA, it will take the necessary steps to transfer its obligations as a trusted service provider to a competent entity.

The obligations transferred and the conditions of this transfer are set out in the CP.

With the exception of the warranties expressly provided for herein or in the CP, Universign excludes all other warranties, express or implied, in particular any warranty of fitness for a specific purpose or satisfaction of the Subscriber's particular requirements.

Consequently, the provision of the Service by Universign does not exempt the Subscriber from analysing and verifying the legal or regulatory requirements applicable to him/her.

#### 6.1.5. Responsibility of the Subscriber

The Subscriber is solely liable for any damage caused to third parties as a result of :

- a breach of the obligations defined herein;
- infringement of a third party's intellectual property rights;
- any misrepresentation or inaccurate information sent to Universign by the Subscriber;
- the Subscriber's failure to protect his means of authentication.

### 6.1.6- Universal liability limits

Universign may not be held liable in the event of unauthorized or non-compliant use - in accordance with legal and contractual requirements - of Certificates, revocation information, or equipment or software made available for the provision of the Service.

Universign accepts no liability for any damage resulting from errors or inaccuracies in the information contained in the Certificates, when such errors or inaccuracies are the direct result of the erroneous nature of the information provided by the Subscriber.

Universign excludes all liability in the event of use that does not comply with the uses provided for in the CP or within the scope of the present terms and conditions.

Universign excludes all liability in the event of failure by the Subscriber to meet its obligations.

Universign cannot be held responsible for any indirect damage arising from the use of a Certificate.

In any event, Universign's liability will be limited, for all events and for all losses, to the amount paid to Universign by the Subscriber over the last twelve months.

### 6.1.7. Policies and standards

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

<b>OID</b>	<b>Standard</b>	<b>Description</b>
1.3.6.1.4.1.15819.5.1.2.1	ETSI EN 319 411-1	Hardware root CA PC, NCP+ level
1.3.6.1.4.1.15819.5.1.2.2	ETSI EN 319 411-1	Software root CA PC, NCP level
1.3.6.1.4.1.15819.5.1.3.1	ETSI EN 319 411-2	PC for certificates of natural persons, QCP-n level
1.3.6.1.4.1.15819.5.1.3.3	ETSI EN 319 411-1	PC for certificates of natural persons, level LCP

1.3.6.1.4.1.15819.5.1.3.6	ETSI EN 319 411-2	PC for certificates of natural persons, level QCP-n-QSCD
1.3.6.1.4.1.15819.5.1.3.8	ETSI EN 319 411-2	PC for certificates of natural persons, whose identity has been verified using a Remote Identity Verification Provider, level QCP-n
1.3.6.1.4.1.15819.5.1.3.9	ETSI EN 319 411-2	PC for certificates of natural persons, whose identity has been verified using a Remote Identity Verification Provider, level QCP-n-QSCD

These policies are published on the website under Certifications. They are audited by an accredited body in accordance with standard EN 319 403.

#### 6.1.8. Data retention

Universign keeps the data relating to the control of the Subscriber's identification data, the event logs relating to the life cycle of the Certificate and the reason for its revocation for the period specified in the PC or Personal Data Protection Policy. The conditions under which this data is stored comply with the legal requirements and standards applicable to trusted service providers, and with regulations governing the protection of personal data.

## **6.2. Cryptographic key management service**

### 6.2.1. - Service access

Access to the Service requires the User to have:

- A means of personal authentication accepted by Universign (e.g. a personally assigned cell phone number);
- A certificate regularly issued by Universign.

The conditions for issuing, managing and revoking Certificates are set out in the Certification Policy.

### 6.2.2. - Use of the Service

For the creation of an Electronic Signature, the Bi-Key associated with the Certificate is activated remotely after authentication of the Subscriber by means of a confidential code sent to the telephone number registered with Universign.

To create an Electronic Seal, the Bi-Key associated with the Certificate is activated remotely after authentication of the Subscriber or an Authorized Person using a unique identifier.

Use of the Half-Key by Authorized Persons is deemed to be use by the Subscriber.

#### 6.2.3. - Limits of use

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

#### 6.2.4. - Obligations of the User

The User undertakes to ensure the security of his means of authentication so as to prevent the use of the Half-Key by unauthorized third parties.

In particular, it undertakes to take the necessary measures to guarantee the confidentiality of the activation means transmitted by Universign and to implement measures to keep the private key under the exclusive control of Authorized Persons.

#### 6.2.5. - Universign's obligations

Universign undertakes to generate and activate the Subscriber's Half-Key in a cryptographic device with algorithms compatible with the requirements of the CP corresponding to the Certificate.

The Cryptographic Key Management Service allows the Subscriber to keep the private key under his exclusive control to create Electronic Signatures.

The Cryptographic Key Management Service allows the Subscriber and Authorized Persons to keep the private key under their control to create Electronic Ciphers.

Universign protects the bi-key's private key to guarantee its integrity and confidentiality.

Universign ensures by appropriate means that the Half-Key can no longer be used after expiry or revocation of the Certificate.

Except for the warranties expressly provided herein, Universign excludes all other warranties, express or implied, including, but not limited to, implied warranties of fitness for a particular purpose or satisfaction of any requirement of the Subscriber.

#### 6.2.6. - Responsibilities

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

#### 6.2.7. - Intellectual property rights

A license to use the Bi-Key is granted to the Subscriber and to Authorized Persons for the provision of the Signature and/or Electronic Seal Services.

#### 6.2.8. - Data retention

Universign keeps the data relating to the control of the User's identification data and the event logs relating to the use of the Half-Key are kept under conditions that comply with the PPDP available on the Website under the Certifications tab.

### **6.3. - Signed document storage service**

#### 6.3.1. - Description of the Storage Service

Once the User Account (personal account) has been created, Universign stores all Documents signed using the Service in such a way as to preserve their integrity. Storage allows the Customer to consult signed Documents online, to keep them in a way that ensures their integrity and extends the reliability of Electronic Signatures beyond their technological validity period, and to return and/or destroy them.

Notwithstanding the preceding paragraph, any Document signed by a Signatory in his capacity as a Workspace user will be stored on the User Account (personal account) only if authorized by the Workspace creator Customer.

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

Where storage is provided by Universign, Documents are stored from the time they are deposited until the User's Account (personal account) is closed.

In addition, the User may manually delete Documents that he or she no longer wishes to store in his or her User Account (personal account).

It is the User's responsibility to make regular back-ups of the Documents stored in order to be able to dispose of the signed Documents after the end of Universign's retention period or to compensate for any loss of data in the event of a problem at Universign.

### **Article 7 - SAFETY**

Universign undertakes to use its best efforts, in accordance with the state of the art, to secure the Service.

When accessing the Service, the User is expressly reminded that the Internet is not a secure network. Under these conditions, it is the User's responsibility to take all appropriate measures to protect his/her own data and/or software, in particular from possible misappropriation and contamination by any viruses circulating on the Internet or from the intrusion of a third party into his/her information system for any purpose whatsoever, and to check that files transmitted do not contain any computer viruses.

Universign declines all responsibility for the propagation of computer viruses, as well as for any consequences that may result from such viruses.

The User must inform Universign of any failure or malfunction of the Service or of his User Account (personal account).

If a security breach is detected, Universign will inform the User in accordance with the applicable legal provisions. Universign will inform the User of any measures to be taken. The execution of these measures is the responsibility of the User.

Universign may take any emergency measures necessary to ensure the security of the User Account and/or the Service.

#### **ARTICLE 8 - EFFECTIVE DATE - DURATION**

The present CGUCP are applicable from the creation of a User Account (personal account) by a User until its closure.

#### **ARTICLE 9 - WARRANTIES**

Universign guarantees the confidentiality of any information transmitted to it under the terms of the present contract, under the conditions described in the "Confidentiality" article.

The User is hereby informed that Universign does not in any way verify that the Service used corresponds to the User's needs or to the applicable regulations.

Universign excludes all warranties, in particular those of latent defect, conformity to any need or use whatsoever, proper operation, or relating to the accuracy of the information provided, and declines all liability in the event of negligence on the part of the User.

#### **ARTICLE 10 - LIABILITY**



Universign's intervention is limited to a technical service by providing the User with software and technical tools enabling him to benefit from the Service.

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

Universign shall in no event be liable for any damages other than those resulting directly and exclusively from a fault in the performance of the Service ordered, and in particular for any indirect or consequential damages such as loss of profits, sales, data or use thereof, or any other indirect or consequential damages arising from the use, delivery or performance of the Service.

Universign shall not be held liable in any way:

- In the event of illicit, misappropriated or non-compliant use of the User Account Identifier ;
- In the event of damage caused by the voluntary or involuntary disclosure to a third party of the User Account Identifier ;
- In the event of use of the Service that does not comply with the GCUCP and, more generally, with the policies applicable to the Services.

In the event that Universign is held liable, for any reason whatsoever and whatever the legal basis invoked or retained, all damages combined and accumulated shall, by express agreement, be limited to the sum of one hundred and fifty (150) euros per User.

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

## **ARTICLE 11 - INTELLECTUAL PROPERTY RIGHTS**

The Parties declare that they hold and retain free disposal of the intellectual property rights of the elements (brands, names, products, logos, etc.) intended to be used as part of the Service.

Any use or reproduction, in whole or in part, of these elements and/or the information they contain, by any means whatsoever, by either of the parties is strictly prohibited and constitutes an infringement liable to prosecution, with the exception of uses and reproductions previously and expressly authorized by each of the parties.

The present terms do not imply any transfer of intellectual property rights held by the User or Universign.

The User agrees not to download, reproduce, transmit, sell, distribute or exploit the content of the Service and the Website.

## **ARTICLE 12 - CONFIDENTIALITY**

Information transmitted or collected by Universign in the course of using the Service is considered confidential by nature and will not be communicated to any third party in any way unrelated to the provision of the Service, except in accordance with applicable legal and regulatory provisions.

This provision does not preclude judicial or administrative communications.

## **ARTICLE 13 - PERSONAL DATA**

Universign processes personal data in accordance with the [Personal Data Protection Policy](#), which must be accepted before any use of the services and which is available on the Website.

Data collected by Universign as part of the Service is kept for the time necessary to use the Workspace.

## **ARTICLE 12 - MISCELLANEOUS PROVISIONS**

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

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

If any clause of these GCUPP is held to be invalid or unenforceable pursuant to any law, regulation or court order, it shall be deemed to be unwritten and the remaining clauses shall remain in full force and effect.

***Independence of the parties:*** The User is hereby informed that in the event that no specific commercial agreement has been signed between the Customer and Universign, only the CGUCP and the other contractual documents described in the article "Contractual documents" are applicable to the performance of the Services.

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

Previous versions of the GCUPP and other applicable contractual documents are also available on the Website. The Parties agree that such availability is for information purposes only and does not imply the applicability of such earlier versions.

It is understood that any new version of the CGUCP cancels and replaces that previously accepted between the Parties having the same object and in progress.

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

### **ARTICLE 13 - APPLICABLE LAW AND JURISDICTION**

These CGUCP and the relationship between the User and Universign under them are governed by French law. This applies to both substantive and formal rules, notwithstanding the place of performance of substantial or accessory obligations.

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

In the event of difficulties in the performance and/or interpretation of the contractual documents, and prior to bringing the matter before the competent courts, the parties agree to meet and use their best efforts to resolve the dispute.

Users who must be considered as consumers within the meaning of the applicable law are informed that they may have recourse to a consumer mediator under the conditions set out in Title I of Book VI of the French Consumer Code.

In the absence of agreement between the Parties, each will regain its full freedom of action.

Unless otherwise agreed between the Parties, the User and Universign agree to submit to the exclusive jurisdiction of the competent courts of Paris in order to resolve any dispute relating to the validity, performance or interpretation of the GCUCP.