

# Euler Hermes Customer Issuing Certificate Authority (EH CICA) Digital Certificate Service Agreement – Terms and Conditions

## §1 General

In order to communicate and process more quickly and efficiently, notices and/or information which are exchanged between a *Subscriber* and *Euler Hermes* in connection with a *Contract*, *Euler Hermes* offers the *Subscriber* the use of *Digital Certificates* as a supplementary service to the *Contract*. If the *Subscriber* and *Euler Hermes* have agreed to the use of *Digital Certificates* in accordance with the terms and conditions of this Digital Certificate Service Agreement then both the *Subscriber* and *Euler Hermes* may make use of *Digital Certificates* in connection with the exchange of any notices and/or information under any *Contract*. Any provision in the *Contract* stipulating written forms for communication automatically can be replaced with the use of messages communicated electronically using an e-mail which is digitally signed with the *Digital Certificate* provided by *Euler Hermes*.

## §2 Definitions

- a) "*Contract*" means particularly an existing insurance or surety or bonding policy and/or contract for the provision of debt collection, information and/or other credit management services between a *Subscriber* and *Euler Hermes*. "*Contract*" means also the agreement between *Euler Hermes* and a business partner of any kind.
- b) "*Euler Hermes*" means any company or business unit within the Euler Hermes SA group.
- c) "*Subscriber*" means any policyholder or client having a *Contract* and/or any companies jointly insured, covered or included as a contractual party under any *Contract*.
- d) "*Digital Certificate*" means a digitally signed electronic data file issued by *EH CICA* in order to identify a person or entity seeking to conduct business over a communications network using a *Digital Signature* and which contains the identity of the person authorized to use the *Digital Signature* and a copy of their public key, a serial number, a time period during which the *Digital Certificate* may be used, a facility to verify the certificate's current validity and a *Digital Signature* issued by *Euler Hermes*.
- e) "*Digital Signature*" means an encrypted electronic data file which is attached to or logically associated with other electronic data and which identifies and is uniquely linked to the signatory of the electronic data, is created using the signatory's private key and is linked in a way so as to make any subsequent changes to the electronic data detectable.
- f) "*Private Key*" means a confidential encrypted electronic data file designed to interface with a public key using the same encryption algorithm and which may be used to create *Digital Signatures*, and decrypt files or messages which have been encrypted with a *Public Key*.
- g) "*Public Key*" means an encrypted electronic data file that can be made publicly available, designed to interface with a *Private Key* using the same encryption algorithm and which may be used to verify *Digital Signatures* and encrypt files or messages.

## §3 Authorized use of the service

- a) The Private Key responding to the Digital Certificate must never be disclosed to any unauthorized staff member of the subscriber, to unauthorized external persons or to staff members of Euler Hermes.
- b) Euler Hermes must be notified immediately if the Subscriber has any reasons to suspect that an unauthorized staff member or any other third party has come into possession of the Private Key corresponding to the Digital Certificate. If Euler Hermes is notified under the terms of this clause then Euler Hermes will immediately cancel the Digital Certificate but the Subscriber may thereafter apply to Euler Hermes for a new Digital Certificate.

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- c) If and when a staff member, having a Digital Certificate in connection with the use of a personal e-mail address, leaves the employment with the Subscriber, then the Subscriber must immediately notify Euler Hermes and upon such notification Euler Hermes will cancel the Digital Certificate.

#### **§4 Protection of private keys**

- a) The *Subscriber* remains responsible for the generation of a *Private Key / Public Key* pair.
- b) The *Subscriber* must take all practicable precautions to ensure the protection and security of the *Private Key* corresponding to the *Digital Certificate* issued by *Euler Hermes* against any unauthorized access by his employees and/or third parties, using the same standards of security required and normally applied to passwords and confidential information held and controlled by a reasonable and prudent *Subscriber*. A minimum requirement for such protection is defined in the Certificate Practice Statement (CPS) of *EH CICA*.
- c) The *Subscriber* must use all practicable measures and safeguards with respect to the *Private Key* including the retention of a backup, in order to avoid and prevent any unauthorized access by his employees or third parties. The *Subscriber* is advised to refer to the non-exhaustive guidance and advice from *Euler Hermes* in respect of safeguarding the *Private Key* which can be accessed on the *EH CICA* website. Notably, a storage of the backup file on the same physical entity as the original private key is not considered appropriate.

#### **§5 Liability and warranties**

- a) In deciding and acting upon its own volition to use *Digital Certificates* issued by *EH CICA*, the *Subscriber* irrevocably:
  - i) agrees to all the terms and conditions of this Digital Certificate Service Agreement;
  - ii) accepts that *Euler Hermes* will not incur or have any liability in contract, tort or howsoever to the *Subscriber* including but not limited to any losses or damages howsoever arising, direct, indirect, special, incidental or consequential loss or damage and/or loss of profits, business revenue, goodwill or anticipated savings arising out of use of or reliance on *Digital Certificate* and/or any service provided under this Digital Certificate Service Agreement;
  - iii) accepts that *Euler Hermes* will not in any way howsoever be liable for any loss or damage caused to or suffered by the *Subscriber* as a result of abuse or loss of the *Private Key* corresponding to the *Digital Certificate*; and
  - iv) accepts that *Euler Hermes* cannot and does not accept any liability or responsibility for the orderly functioning of encryption or digital signature based on the certificate, including the maintenance of data security.
- b) To the extent permitted by applicable law, this Digital Certificate Service Agreement shall disclaim *Euler Hermes'* possible warranties, including any warranty of merchantability or fitness for a particular purpose.

#### **§6 Charges and ownership**

- a) The *Digital Certificate* is provided by *Euler Hermes* to the *Subscriber* free of charge.
- b) Unless otherwise agreed in writing, the *Subscriber* and *Euler Hermes* agrees that *Digital Certificates*, *Euler Hermes Public Keys*, and *Euler Hermes Private Keys* are and remain at all times the property of *Euler Hermes* and the *Subscriber's Private Keys* are the property of the *Subscriber*.
- c) The *Subscriber* agrees to use *Digital Certificates* provided by *Euler Hermes* solely for the purpose of securing electronic communication between the *Subscriber* and *Euler Hermes*.

#### **§7 Data protection**

- a) In processing any personal data *Euler Hermes* acts according to its respective local and national Data Protection laws and regulations.

- b) The *Subscriber* acknowledges that in order to provide the service the *Subscriber's* selected personal data shall be embedded in the *Subscriber's Digital Certificates* and the *Subscriber* hereby irrevocably consents to the possible disclosure to third parties of such selected personal data held therein.
- c) The *Subscriber* hereby grants *Euler Hermes* permission to examine, evaluate and process the *Subscriber's* data insofar as is reasonably necessary for *Euler Hermes* to provide the service under this Digital Certificate Service Agreement.
- d) The *Subscriber* further consents to *Euler Hermes* transferring such data to any company within *Euler Hermes* (including members of *Euler Hermes* who are located outside of the EEA) for the purpose of carrying out the service under this Digital Certificate Service Agreement.
- e) To the extent that the *Subscriber* is not the data subject, the *Subscriber* warrants to *Euler Hermes* that the *Subscriber* has sought and obtained the consent of and is authorised to disclose personal data relating to those individuals to *Euler Hermes* and for *Euler Hermes* to pass such data to other members of *Euler Hermes* (including members of *Euler Hermes* who are located outside of the EEA) for the purpose of carrying out the service under this Digital Certificate Service Agreement.
- f) *Euler Hermes* recognises and appreciates the importance of responsible use of any personal information. *Euler Hermes* will not disclose your personal information to any third parties, except to other Euler Hermes group companies, when required.

#### **§8 Duration of use and exclusion**

- a) *Euler Hermes* reserves the right to cancel a *Subscriber's Digital Certificate* acting upon its sole discretion.
- b) The *Subscriber* is entitled to give written notice of cancellation of the use of a *Digital Certificate* or to send a digitally signed cancellation request to *Euler Hermes* at any time.

#### **§9 Administrative regulations for digital certificates**

The process definitions for generation, application, cancellation and any further administrative actions concerning *Digital Certificates* are regulated within the Certificate Practice Statement (CPS) of *EH CICA* which form part of and are incorporated into this Digital Certificate Service Agreement.

#### **§10 Place of performance and jurisdiction**

Place of performance and of jurisdiction shall be the domicile of the *Euler Hermes* Business Unit which has issued the *Contract* to the *Subscriber*.

#### **§11 Severability**

If any of the terms and conditions of this Digital Certificate Service Agreement should be found to be or become legally invalid, this shall be without prejudice to the validity and enforceability of the remaining other terms and conditions.