QUALIFIED CERTIFICATES – TERMS OF USE

These Qualified Certificates Terms of Use (the "**Terms of Use**") apply to each Qualified or PKIoverheid Certificate (each, a "**Certificate**") that an organization or natural person ("**Customer**") requests or causes the applicable Qualified Trust Service Provider (QTSP) to issue to Customer. The Terms of Use are between QTSP and Customer. The CPS and Privacy Policy are part of the Terms of Use. Capitalized terms have the meaning given to them in Section 11 unless otherwise defined herein.

"**Qualified Trust Service Provider**" or "**QTSP**" means an affiliate entity of DigiCert, Inc. that is certified by governmental authorities to issued Qualified Certificates. DigiCert's QTSPs are as follows.

QTSP Entity	*Trusted List*	*Jurisdiction of Supervisory Body*
DigiCert Europe Netherlands B.V.	Netherlands Trusted List	Netherlands
DigiCert Europe Belgium B.V.	Belgium Trusted List	Belgium
QuoVadis Trustlink Schweiz AG	Swiss Trusted List	Switzerland

If you accept the Terms of Use on behalf of Customer, you represent and warrant that you are acting as an authorized representative of Customer and that you are expressly authorized to bind Customer to the Terms of Use.

1.   Requests. Customer may request a Certificate only for itself. An authorized representative of Customer may also request a Certificate for Customer in accordance with the CPS. Customer or its representative shall provide accurate and complete information in accordance with the CPS.

2.   Verification. After receiving a request for a Certificate, QTSP will review the request and attempt to verify the relevant information in accordance with the CPS. Verification is subject to QTSP's sole discretion, and QTSP will notify the requesting party if a Certificate request is refused, but QTSP is not required to provide a reason for the refusal.

3.   Issuance. If verification of a Certificate is completed to QTSP's satisfaction, QTSP will issue and deliver the requested Certificate in accordance with the CPS to Customer using any reasonable means of delivery.

4.   Certificate Lifecycle. The lifecycle of an issued Certificate depends on the selection made by the requesting party when ordering the Certificate, the limitations set forth in the CPS, and the intended use of the Certificate. The CPS sets forth what constitutes Certificate acceptance. Customer shall cease using a Certificate and its related Private Key after the Certificate's expiration date or after QTSP revokes a Certificate as permitted by the Terms of Use and the relevant CPS.

5.   Use of Certificates. Customer may only use its Certificate in accordance with the CPS. Customer will securely generate and protect the Key Sets associated with a Certificate and will take all steps necessary to prevent the compromise, loss, or unauthorized use of a Private Key associated with a Certificate. In connection to Qualified Certificates, Customer will (i) where use of a Qualified Signature Creation Device (QSCD) is required by the CPS, only use its Qualified Certificate for electronic signatures generated using the QSCD on which it is stored; (ii) if Customer is a natural person, maintain and use its Private Keys only under its sole control; and (iii) if Customer is an organization, maintain and use its Private Keys only under its control and direction. If Customer generates its Private Keys, Customer will generate its Private Keys using an algorithm as specified in ETSI TS 119 312 and in accordance with the CPS. If Private Keys have been compromised or the Certificate has been revoked, Customer shall immediate and permanently discontinue use of the Private Keys in accordance with the CPS. Customer will use passwords that meet the requirements of industry best practices.

6.   Obligations and Representations of Customer. Customer agrees, represents and warrants that:

a. Customer has read, understands, and agrees to the CPS, which is part of the Terms of Use. Customer shall not act in violation of its obligations under the CPS. Customer shall provide QTSP with accurate and complete information in accordance with the CPS. Customer has read and understands (i) the rights of relying parties, as set forth in the CPS, and that the Relying Party Agreement is located at the Legal Repository, and (ii) the procedures for complaints and dispute settlement that are set forth in the CPS.

b. Customer has read, understands, and agrees to the Privacy Policy, which is part of the Terms of Use. Customer consents, for itself, its users and contacts, to provide certain required information relating to an identified or identifiable natural person ("**Personal Data**"), which is necessary when requesting or using Certificates, and which will be processed and used in accordance with the respective Privacy Policy.

c. Customer will use the Certificate only for legal purposes and only as authorized by the CPS.

d. Customer will immediately report in writing to QTSP any non-compliance with the Terms of Use.

e. If Customer is using the Certificate to secure a web domain, that it has the right to use or is the lawful owner of (i) any domain name(s) specified in the Certificate, and (ii) any common name or organization name specified in the Certificate.

f. If Customer is using the Certificate to sign documents or other objects, that it has the right to sign such documents or objects.

7. **Restrictions.** Customer will not:

a. Use a Certificate or act in any way not permitted by the CPS.

b. Cause the issuance of a Certificate to a region, entity, or natural person that is prohibited under applicable export control and economic sanctions laws and regulations, including those restricted by the European Commission, the United Kingdom HM Treasury's Office of Financial Sanctions Implementation, the United States Treasury Department's Office of Foreign Assets Control, or other applicable governmental agencies having jurisdiction over QTSP.

c. Impersonate or misrepresent Customer's identity or affiliation with any entity.

d. Provide false information or otherwise mislead QTSP.

e. Use a Certificate or any related software or service in a manner that could reasonably result in a civil or criminal action being taken against Customer or QTSP.

f. Use a Certificate or any related software to breach the confidence of a third party or to send or to send unsolicited bulk correspondence.

8. **Revocation.** QTSP may revoke a Certificate without notice for the reasons stated in the CPS, including if QTSP reasonably believes that:

a. Customer requests revocation of the Certificate or did not authorize the issuance of the Certificate.

b. Customer uses the Certificate to post or make accessible any material that infringes on QTSP's or any third party's rights.

c. Customer breaches the Terms of Use.

d. Customer is added to a government prohibited person or entity list or is operating from a prohibited destination under applicable law.

e. The Certificate contains inaccurate or misleading information.

f. The Private Keys associated with the Certificate were disclosed or compromised.

g. The Certificate was (i) misused; (ii) used or issued contrary to law or the CPS; or (iii) used, directly or indirectly, for illegal or fraudulent purposes.

h. The CPS requires revocation of the Certificate, or revocation is necessary to protect the rights or reputation of QTSP or a third party.

i. A Qualified Signature Creation Device (QSCD) used for QCP-n-qscd or QCP-l-qscd loses its certification status.

9.   Revocation Compliance. Customer acknowledges and agrees that QTSP may revoke Certificates as required by applicable law, a supervisory authority, its CP/CPS, or industry standards (including without limitation CA/Browser Forum, ETSI standards and browser root store requirements to the extent applicable). QTSP will not delay revocation for any reason beyond the timeline permitted by the applicable requirements. Customer agrees that QTSP has the authority to revoke Certificates, that Customer will not interfere with or prevent such revocation, and that Customer must promptly cooperate with QTSP to enable revocation to occur within the required timelines.

10.   Limitation of Liability. Subject to applicable law, including Article 13 of the eIDAS regulation, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) QTSP AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (THE "**QTSP ENTITIES**") WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTOIN, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THE QUALIFIED CERTIFICATES OR THE SUBJECT MATTER HEREOF; AND (B) THE QTSP ENTITIES' TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE QUALIFIED CERTIFICATE OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED THE AMOUNTS PAID BY OR ON BEHALF OF CUSTOMER TO THE QTSP ENTITIES IN THE TWELVE MONTHS PRIOR OT THE EVENT GIVING RISE TO SUCH LIABILITY, REGARDLESS OF WHETHER SUCH LIABILIY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER QTSP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NO CLAIM, REGARDLESS OF FORM, WHICH IN ANY WAY ARISES FROM THE QUALIFIED CERTIFICATE OR THE TERMS OF USE, MAY BE MADE OR BROUGHT BY CUSTOMER OR CUSTOMER'S REPRESENTATIVES MORE THAN ONE (1) YEAR AFTER THE BASIS FOR THE CLAIM BECOMES KNOWN TO CUSTOMER. This Section 10 does not limit a party's liability for: (i) death or personal injury resulting from the negligence of a party; (ii) gross negligence, willful misconduct or violations of applicable law; or (iii) fraud or fraudulent statements made by a party to the other party.

11.   Definitions.

"**Certification Practices Statement**" or "**CPS**" means the Certification Practices Statement applicable to the digital certificate type requested. The below CPSs apply to the following types of digital certificates and are available at https://www.digicert.com/legal-repository/europe, as updated from time to time.

Certificate Type	Applicable CPS
PKIoverheid Certificate	QuoVadis PKIoverheid CPS
TLS/SSL Certificate (QWAC or PSD2 QWAC), S/MIME, Document Signing or Device Certificate	DigiCert Europe/QuoVadis CP/CPS

"**Legal Repository**" means the repository of documents at https://www.digicert.com/legal-repository/europe , as updated from time to time.

"**PKIoverheid Certificate**" means a digital certificate issued in accordance with the Dutch PKIoverheid program.

"**Privacy Policy**" means the applicable Privacy Policy located at https://www.digicert.com/privacy-center, as updated from time to time.

"**Private Keys**" means the keys that are to be kept secret by Subscriber that are used to create digital signatures and/or decrypt electronic records or files that were encrypted with the corresponding publicly-disclosed keys that are contained in Subscriber's Qualified Certificate.

"**Qualified Certificate**" means a digital certificate (i) that is issued by a Qualified Trust Service Provider pursuant to the requirements of applicable EU or Swiss certification and electronic signature laws, and (ii) that carries the highest assurance level of "qualified" pursuant to such requirements.

12.   Interpretation.

The definitive version of these Terms of Use is written in English. If these Terms of Use are translated into another language and there is a conflict between the English version and the translated version, the English language version controls.