

**TBS CERTIFICATE CENTER GENERAL TERMS OF USE**

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**NOTES**

Document created under OpenOffice 3.2 under Linux  
Screen shots realized under Linux with Mozilla and Firefox

## 1 DEFINITIONS

In these Terms and Conditions the following terms shall have the following meanings:

### Account / Certificates Center

Refers to the platform gathering data provided by the Users and allowing them to manage their certification products.

### Adviser

TBS INTERNET employee responsible for the follow-up of the orders for that account.

### User

Refers to any private individual accessing a part or all Services.

### Super User

Refers to any private individual accessing the services and having the full control of the Certificates Center. The Super User is in charge of the creation of individual accesses to the Certificates Center and of the general management of the account. If the Super User is not referred as such in the herein General Terms of Use, he is then assimilated to a User.

### Login IDs

Refers to the pseudonym and to any confidential code or password selected by the User or created by TBS INTERNET and allowing the User to access the services.

### Services

See definition on chapter 5

## 2 OBJECT

2.1 The herein General Terms of Use define the conditions in which Users can access and use the services.

2.2 Anyone accessing and/or using the Certificates Center supplied by TBS INTERNET undertakes to respect the herein General Terms of Use unreservedly.

2.3 TBS INTERNET is free to modify the General Terms of Use at any time, in particular to take into consideration any legal, jurisprudential, editorial and/or technical developments.

## 3 ACCEPTANCE OF TERMS OF USE

3.1 The General Terms of Use aims to define the conditions in which Users can access the Certificates Center and use it. Subscription by the User to the Services must be preceded by the consultation and acceptance of these General Terms of Use.

3.2 The User acknowledges that he has been fully informed of the fact that his agreement concerning the content of the herein General Terms of Use does not require any written signature.

Acceptance by the User of the General Terms of Use by ticking the corresponding box before confirming his subscription to the Services constitutes proof that he has acknowledged said Terms and is deemed as irrevocable acceptance of the latter to the exclusion of any other general conditions.

3.3 The User hereby declares that he possesses full legal capacity to enable him to commit to these General Terms of Use.

## 4 SERVICES ACCESS

4.1 Equipment (particularly computers, telephones, software and electronic means of communication) for accessing and using the TBS INTERNET Certificates Center are the responsibility of the User alone, as is the cost of electronic communications (particularly telephone and internet costs) resulting from its use. It is the responsibility of the User to find out the price of using the equipment or services from the operators concerned. The User alone shall bear their costs.

4.2 The platform is provided by TBS INTERNET that will do its best to make it accessible 24/7 (except during maintenance periods) and won't be held responsible should the client fail to access his Certificates Center.

4.3 The registration form is available here : <https://www.tbs-internet.com/php/HTML/ouvertureCompte.php>. Opening an account is free but is submitted to validation by TBS INTERNET.

4.4 Acceptance of cookies and activation of Javascript are essential to the functioning of the account. It is the Users' responsibility to configure their browser accordingly.

## 5 DESCRIPTION OF SERVICES

5.1 TBS INTERNET provides a platform to help its clients managing their authentication products (Server, developer, user certificates and trust seals ).

On this platform they can purchase, renew, revoke or reissue certificates. Additional services are offered such as consulting pending issuance, invoices, statistics...

## 6 DURATION AND TERMINATION

6.1 Services are provided by TBS INTERNET for an unlimited period (except Specific Terms of Use and contracts).

6.2 If a contract binds TBS INTERNET and the client, Specific Terms of Use (defined in the contract) will complete the herein General Terms of Use.

6.3 In the event that the User breaches the General Terms of Use, one of the services or, more generally, in the event of a violation of laws and regulations in force, TBS INTERNET may, in accordance with the law and without prior notice, warning or indemnity, terminate access to the TBS Certificates Center. TBS INTERNET may proceed with termination without prejudice to the damages it could claim and the penalties due following a breach. The User therefore recognizes that TBS INTERNET may remove access to the Certificates Center with immediate effect and without subsequent access to the content received by the User through the Certificates Center.

6.4 Should an account closure be requested, TBS INTERNET won't refund nor indemnify the client for the tokens (Bulk Purchase Account) or the credit (Deposit Account) that may be still available in the account. Once the account is closed, its access is irrevocably denied. TBS INTERNET keeps track of all the account movements history.

## 7 PRIVACY AND PROTECTION OF PERSONAL INFORMATION

7.1 Pursuant to French Law no. 78-17 of 6 January 1978, as amended by Law No. 2004-801 of 6 August 2004 on IT, files and freedoms, each User is entitled to challenge, access and correct their data. Users may therefore request that information concerning them is corrected, completed, clarified, updated or deleted, if such information is inaccurate, incomplete, equivocal or out of date. Each User may exercise this right on line at any time on the "Users" page of the Certificates Center or by writing to [cnil@tbs-internet.com](mailto:cnil@tbs-internet.com).

7.2 TBS INTERNET reserves the right, for the smooth running of the use of the Services, to transmit cookies with a view to them being saved on the User's computer. Cookies are small IT files that a website can place on the hard drive of a personal computer in order to subsequently find a trace of previous visits to the site. The servers used for the services provided by TBS INTERNET use cookies. In general, TBS INTERNET records information concerning the navigation by the computer on the site (the pages consulted, the date and time of the consultation, etc.) which TBS INTERNET may read during subsequent visits by the User.

7.3 TBS INTERNET does its best to secure data transiting on its websites. Therefore it is the Users responsibility to make sure they are browsing the secured version of their Certificates Center (HTTPS), that the green bar is activated and displaying our Organization name.

## 8 REGISTRATION AND USE

8.1 For each online Registration, the User undertakes to provide true, accurate, up-to-date and complete information on the User's identity, as requested in the registration form for the Services, in accordance with Article 6-II of French Law no. 2004-575 of 21 June 2004 on trust in the digital economy. The User undertakes, in particular, not to create a false identity that is liable to mislead TBS INTERNET or third parties and the User undertakes not to usurp the identity of another legal entity or individual. The User undertakes to immediately update the data provided at the time of the User's online Registration, in the event of any change to such data.

8.2 In the event that a User provides false, inexact, out-of-date, incomplete or deceitful information which could mislead, TBS INTERNET may immediately and without notice or indemnity suspend or terminate access to the the Certificates Center and refuse access to all or some of the services temporarily or permanently.

8.3 The Super User and each one of the Users must control the access of their Certificates Center. That includes the passwords confidentiality. They are also responsible for the activity of their Certificates Center. TBS INTERNET won't be responsible for any loss or damage resulting from the Users incapacity to efficiently manage their Certificates Center.

8.4 During the registry process you are invited to select a Certificates Center option (Deposit Account, Bulk Purchase Account, Rebate Account, Monthly Payment Account). A Rebate Account is opened by default. This choice is determinant and must be greatly considered given your internal organization, your terms of payment, your purchase volume...

TBS INTERNET advises the Users to consult the page dedicated to the different kind of account options before opening one. It is available here : <http://www.tbs-certificats.com/partenaires.html.en>.

8.5 The TBS Certificates Center is a multiple-user interface on which each User has his own personal access granted by the Super User. Should a User quit the organization it will be the Super User responsibility (or any User having administrative rights) to revoke the former employee's personal access to the Certificates Center. TBS INTERNET won't be responsible for any trouble resulting from a former employee connecting to the Certificates Center.

8.6 Any modification of the Super User must be reported to TBS INTERNET without delay.

8.7 TBS INTERNET advises that Users to log onto their Certificates Center via strong authentication. It is entirely free, TBS INTERNET providing the client certificates needed to access the Certificates Center. It is the Users responsibility to ask for their certificate renewal each year. TBS INTERNET strongly advise this solution preventing login IDs losses and enhancing the Certificates Center security and inviolability.

8.8 Access to the Certificates Center is granted individually. Any person that might want an access to their organizations Certificates Center must submit their request to the Super User. Each new User will obtain their own IDs and will be distinguished from the other Users by their e-mail address (one e-mail address per User).

8.9 For safety matters TBS INTERNET introduced a procedure for the passwords updates. The latter have to be updated on a regular basis.

8.10 In the event of lost or stolen passwords, or use by an unauthorized person, the User will have to contact TBS INTERNET without delay.

8.11 For specific kinds of account, the registration is accompanied by the signature of a contract binding TBS INTERNET and the client. In those particular cases, TBS INTERNET will contact the Super User to finalize the registration process.

8.12 A User guide is available and can be downloaded from the home page of the Certificates Center. The client must refer to this guide to answer any question regarding his Center use and management. Contents (texts and

images) appearing in that guide are provided for information purposes only and couldn't be held against TBS INTERNET should some function of the account come to be defaulting.

## 9 BULK PURCHASE ACCOUNT

9.1 Should a contract link TBS INTERNET and the client the herein General Terms of Use will complete the clauses defined in that contract without having priority.

9.2 Tokens bought on your Certificates Center won't be refunded but do not have any expiration date.

9.3 In specific situations tokens can be exchanged to respond to punctual needs. An exchange is submitted to specific conditions and pre-requisites. Should a financial loss result from an exchange it will entirely be supported by the client.

The calculation for the conversion is based on the price the certificates have been purchased not their public prices (taking account of the initial purchase volume).

## 10 DEPOSIT ACCOUNT

10.1 The registration for a Deposit Account must be accompanied by the signature of a contract binding TBS INTERNET and the client. The contract is valid for one year and will be tacitly renewed (except if specific condition has been defined between TBS INTERNET and the client).

10.2 The Deposit Account is a stock of money that need to be refilled regarding the client consumption and needs and that is debited to settle the client technical orders. A Deposit Account cannot be in debt.

Deferred payment cannot be requested for Deposit Accounts refills. The accounts are refilled at the reception of the invoice full settlement.

10.3 A registration for a Deposit Account goes along with the client commitment to a minimum volume of purchase conditioning the prices of TBS INTERNET products. Should that volume not be reached the difference would be invoiced to the client at the expiration of his contract.

## 11 REBATE ACCOUNT

11.1 Should a contract link TBS INTERNET and the client the herein General Terms of Use will complete the clauses defined in that contract without having priority.

11.2 The client is responsible for the rebates invoicing. TBS INTERNET provides the up-to-date situation of the account in the 'Account Statement' section. Only the last 4 quarters can be charged. The prior rebates are definitely lost without any possible recourse. By no means TBS INTERNET alerts the client of the rebates expiration.

11.3 TBS INTERNET settled invoices 30 days after receipt.

11.4 In the rebates calculation are not taken into account: refunded and/or canceled orders, orders placed on the public area outside the Certificates Center, orders that benefited from discounts and orders that are non eligible to discounts.

## 12 MONTHLY PAYMENT ACCOUNT

12.1 Should a contract link TBS INTERNET and the customer the herein General Terms of Use will complete the clauses defined in that contract without having priority.

12.2 In case the direct debit had been selected this one will only be granted after the receipt of the definite agreement of the requester bank.

12.3 Should a direct debit fail, the client will be charged 49€ in collection fees and the activity of the account will be suspended until the full collection of the outstanding amounts. In the absence of payment the certificates might be revoked.

## 13 RIGHTS TO ACCESS THE SERVICES

13.1 The rights granted by the Super User determine the services Users will have access to. Each User has specific rights that are defined during the creation of their personal accesses:

Administration :	authorization to create, modify or delete users. authorizes the management of the 4 customizable fields (Site management).
Trading :	authorization to consult all documents, but cannot order or renew certificates.
Invoicing :	authorization to consult billing documents (account statement, balance, etc.).
Technical contact :	authorization to order or renew certificates.

13.2 Some accounts submitted to a contract signature may have access to additional services.

## 14 PARTICULAR CASE : PROVIDERS

14.1 Are considered as providers the organization having one of the following French NAF code : 46.51Z, 47.42Z, 58.21Z, 58.29A, 58.29B, 58.29C, 61.10Z, 61.20Z, 61.30Z, 61.90Z, 62.01Z, 62.02A, 62.02B, 62.03Z, 62.09Z, 70.21Z, 73.11Z, 73.12Z, 95.11Z (TBS INTERNET reserves the right to add exceptions to that list).  
Only organizations considered as providers by TBS INTERNET will benefit from the provider discounts of the Rebate account.

14.2 While placing a certificate technical order, the User has to check the accuracy of the information provided in the form such as the corporate & technical contacts and the invoicing address.

## 15 ACCOUNT CONVERSION

15.1 An account conversion might be necessary should your situation or your needs evolve. Account conversions are subduced to conditions and the final decision is up to TBS INTERNET exclusively. In case the account conversion would end in a financial loss, it would entirely be supported by the client.

15.2 Any account conversion request must be sent by e-mail to: [ventes@tbs-internet.com](mailto:ventes@tbs-internet.com) and indicate the reasons of this decision. A confirmation e-mail is sent as soon as the account is converted.

## 16 USE OF API

16.1 TBS INTERNET makes an API available for its clients having a Certificates Center. The API makes it possible to interface the client internal system with the TBS Certificates Center. A guide is available and can be downloaded from the home page of the Certificates Center. TBS INTERNET only provides the documentation, the client must take charge of the API implementation.

16.2 The right to use the API is granted by TBS INTERNET. To benefit from that right you have to send a request to: [webmaster@tbs-internet.com](mailto:webmaster@tbs-internet.com). Your request will be promptly examined. TBS INTERNET reserves the right to deny the use of its API without having to justify its decision.

16.3 If your request is granted you'll receive the logins needed for the API implementation.

## 17 ORDER FILTERS

17.1 The order filters are tools provided by TBS INTERNET to speed up certificates issuance. TBS INTERNET reserves the right to create (or not) filters for your domains. Even if order filters quicken the issuance process, the delivery times displayed on the TBS-CERTIFICATES main website prevail.

## 18 INVITATIONS TO TENDER

18.1 After task order contracts signature, TBS INTERNET takes charge of the creation of the Certificates Center according to the specific conditions defined in the invitation to tender.

18.2 The opening of a Certificates Center after an invitation to tender is submitted to the signature of a task order contract binding TBS INTERNET and the client. See the contract.

18.3 Owners of that kind of account must validate the herein General Terms of Use and the Specific Terms of Use defined in their contract.

## 19 DISCOUNT CODES

19.1 The order forms contain an area dedicated to receive discount codes. Discount codes are delivered by TBS INTERNET and, unless otherwise stated, cannot be used more than once, cannot be combined with other discounts codes and cannot be used beyond their validity dates.



19.2 The discount codes must be provided in the order form. Once the order is placed it is not possible to ask for a discount code to be applied.

## 20 MAINTENANCE

20.1 TBS INTERNET reserves the right to modify and/or enhance its services should these modifications be considered useful or necessary. TBS INTERNET won't be held responsible for any damage that might result from it. TBS INTERNET reserves the right, without notice nor indemnity, to put an end to one of its website services and won't be held responsible for any damage that might result from it.

20.2 Any complaint regarding a technical issue encountered during the use of your Certificates Center use is to be sent to: [webmaster@tbs-internet.com](mailto:webmaster@tbs-internet.com) together with screenshots and a detailed description of the problem. TBS INTERNET will fix it as soon as possible.

## 21 LINKS TO THIRD PARTY SITES

21.1 The TBS CERTIFICATES CENTER may contain links that will let you leave TBS INTERNET websites. The linked sites are not under the control of TBS INTERNET and TBS INTERNET is not responsible for the contents of any linked sites or any link contained in a linked site, or any changes or updates to such sites. TBS INTERNET is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by TBS INTERNET of the site. Users are exclusively responsible for all transactions concluded with third parties including operations involving the delivery and payment of goods and services.

## 22 FORCE MAJEURE

22.1 TBS INTERNET may not be held liable, or deemed to have breached these conditions, due to any delay or non-performance, where the cause of the delay or non-performance is linked to an instance of force majeure, as defined by the case law precedent of the French courts and tribunals, including, in particular, acts of state, attacks by IT hackers, the unavailability of hardware, supplies, parts, personal or other equipment and the interruption, suspension, decrease of or disturbances to electricity or otherwise or all interruptions of the electronic communications network ; and interruption of services of our certificates suppliers and PKI operators.

## 23 NON-WAIVER

23.1 The fact that TBS INTERNET does not act upon a failure or a breach by a User of any of their contractual or legal obligations shall not be interpreted as a waiver of said failure or breach. The fact that TBS INTERNET does not act upon a stipulation of the General Terms of Use shall not be interpreted as a waiver of the profits of said stipulation.

## 24 APPLICABLE LAW

24.1 These GTU and STU are governed by French law.