

SPECIAL TERMS AND CONDITIONS OF SALE SSL CERTIFICATES

Contract no. _

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1.	PURPOSE.....	2
2.	DEFINITIONS.....	2
3.	TERMS FOR PROVISION OF THE SERVICE.....	2
4.	MANAGEMENT INTERFACE.....	3
5.	CUSTOMER'S OBLIGATIONS AND RESPONSIBILITIES	3
6.	IKOULA'S OBLIGATIONS AND RESPONSIBILITIES	4
7.	SERVICE TERM	4
8.	RIGHT OF WITHDRAWAL.....	5

1. Purpose

These special terms and conditions (hereinafter the "**Special Terms**") define the terms under which Ikoula provides the Customer with the SSL Certificate Service where the Customer has a Domain Name (hereinafter the "**Service**").

2. Definitions

- **Certification Authority:** trusted entity responsible for issuing SSL Certificates.
- **SSL Certificate (also referred to as a "Certificate" or "Electronic Certificate"):** SSL is the acronym for "Secure Socket Layer". It refers to a standard protocol for securing the transmission of data over the Internet. An SSL Certificate is a digital certificate consisting of a set of data cryptographically linking a holder identified by its Private Key to a Public Key. An SSL Certificate may be assigned to an individual, a private or governmental organization, an educational institution, or to a computer network component such as a firewall, router, or any other security hardware device.
- **Digital Signature:** encrypted electronic data file attached or logically linked to other electronic data, which identifies and is uniquely linked to the signature of the electronic data, which is created using the signer's Private Key and is linked in such a way that any subsequent changes to the electronic data can be detected.
- **Private Key:** encrypted and confidential electronic data file designed to be associated with a Public Key using the same encryption algorithm and which may be used to create digital signatures, to decrypt files or messages that have been encrypted with a Public Key. The Private Key belongs to the Customer and Ikoula does not provide Private Keys unless Ikoula has generated the CSR (Certificate Signing Request) at the same time as the Private Key.
- **Public Key:** means an encrypted and freely available electronic data file designed to be associated with a Private Key using the same encryption algorithm and which may be used to verify Digital Signatures and to encrypt files or messages.
- **Domain Name(s):** the literal address of a website. A second-level Domain Name consists of a stem (for example: "ikoula") and an extension or TLD (for example ".com"), this extension being considered a top-level domain name. It should be noted that a domain name may include one or more prefixes (for example: "www").
- **Server:** means the Customer's server operating with the IP address identified by a Domain Name by the Customer to Ikoula and which is encryptedly linked to the Public Key presented in the SSL Certificate.

3. Terms for Provision of the Service

The Customer acknowledges that the SSL Certificate is linked to the Domain Name chosen by the Customer. Accordingly, it may not be transferred from one Domain Name to another, whether subscribed through Ikoula or through a third-party registrar, during or at the end of the Customer's contractual commitment.

With regard to the provision of the Domain Name, where the latter is provided by Ikoula, the Customer undertakes to read the applicable special terms and conditions.



4. Management Interface

Ikoula provides the Customer with a management interface (hereinafter the "**Interface**") allowing the Customer to manage the actions to be performed in relation to its SSL Certificate.

The Customer is assigned a confidential Access Code to access the Interface. The Customer undertakes to maintain the confidentiality of this Access Code and not to disclose it to unauthorized third parties. The Customer is solely responsible for its Access Code and for any activity carried out with it on the Interface, including any consequences arising therefrom. Accordingly, any action performed using the Customer's identifiers shall be deemed to have been performed by the Customer.

The Customer shall immediately notify Ikoula in the event of loss, theft or unauthorized use of its Access Code. In such case, Ikoula reserves the right to block access and provide new identifiers.

The Customer is responsible for securing access to its account on the Interface and undertakes to take all reasonable measures to prevent any unauthorized access to its Access Code or account.

The Customer's use of any other identifier and password that may be provided by Ikoula shall be subject to the same rules, terms and obligations as those set out for the Access Code.

The Customer undertakes to complete its contact information on the Interface with the utmost diligence.

In the event of incorrect completion or inaccurate information provided by the Customer, Ikoula cannot guarantee that the Customer will be able to carry out operations relating to the SSL Certificate. The Customer releases Ikoula from any liability in this respect.

5. Customer's Obligations and Responsibilities

The Customer appoints Ikoula to act as intermediary with the Certification Authority, in particular to accept subscription agreements with the Certification Authority and to confirm its order with the Certification Authority. The Customer expressly authorizes Ikoula to transmit to the Certification Authority any information requested from it strictly for the provision of the SSL Certificate service.

The Certification Authority shall carry out the validation process for the SSL Certificate requested by the Customer. The Customer shall be contacted directly by the Certification Authority.

If the Customer chooses DNS validation and the DNS is not managed by Ikoula, the Customer must contact Ikoula support in order to enter the fields required for validation.

Ikoula reminds the Customer that, in the context of the provision of the SSL Certificate service, the Customer must provide Ikoula with accurate and regularly updated contact details. The Customer acknowledges that the Electronic Certificate may be cancelled by Ikoula or by the Certification Authority if the Customer provides incorrect contact details or information.

The Customer undertakes to be solely responsible for the hosting space of the website on which the Electronic Certificate is installed and to have the access rights required to manage it.

The Customer undertakes to obtain any authorization, permission or license that may be required to use the SSL Certificate and keep it in force.

The Customer shall take all appropriate precautions to prevent any breach, loss of control or unauthorized disclosure of confidential information from the time its Private Key is delivered.

The Customer shall not use the subscribed SSL Certificate to transmit (whether by sending emails or by downloading using any form of communication protocol), receive (whether by requesting an email or by downloading using any form of communication protocol), disclose, display or otherwise use information

that is illegal, offensive, abusive, contrary to public morality, indecent, defamatory, obscene or threatening, or that would breach any confidence, copyright or other intellectual property right of a third party, or that would cause distress, embarrassment, denial of service, disruption or nuisance. The Customer shall not send or offer advertising or promotional materials or any other form of unsolicited correspondence.

The Customer undertakes to use the SSL Certificate reasonably, within the meaning of the provisions of the Civil Code and current case law.

6. Ikoula's Obligations and Responsibilities

Ikoula undertakes to apply all necessary care and diligence to provide a quality service in accordance with industry practice and the state of the art, under an obligation of means.

Ikoula's obligations under these Special Terms are limited to acting as intermediary between the Customer and the provider supplying the SSL Certificate, namely the Certification Authority.

Ikoula may, at its sole discretion and after giving the Customer at least thirty (30) days' prior notice by any written means, modify or terminate the SSL Certificate service if the Certification Authority ceases operations or no longer has the right to issue SSL Certificates.

THE CUSTOMER ALSO ACCEPTS THAT UNDER NO CIRCUMSTANCES SHALL IKOULA BE LIABLE TO THE CUSTOMER FOR ANY LOSS INCURRED BY THE CUSTOMER AS A RESULT OF THE USE OF THE SSL CERTIFICATE OUTSIDE THE SCOPE OF USE AS SPECIFIED IN THESE SPECIAL TERMS.

THE CUSTOMER ALSO ACKNOWLEDGES THAT IKOULA SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCURRED BY EITHER PARTY AS A RESULT OF ANY LOSS, THEFT, UNAUTHORISED DISCLOSURE, UNAUTHORISED HANDLING, ALTERATION, DEPRIVATION OF USE OR ANY OTHER COMPROMISE OF ANY PRIVATE KEY USED BY THE CUSTOMER.

7. Service Term

The Service is subscribed to by the Customer for a period of one (1) year from the date of issue of the SSL Certificate.

The Customer shall be notified by Ikoula of the expiry of its SSL Certificate.

The Customer shall receive a notification forty-five (45) days and fifteen (15) days before the expiry of its SSL Certificate. Ikoula shall not be held liable if the Customer has not renewed its SSL Certificate within the allotted time. The Customer shall also receive a notification one day, then five (5) days and ten (10) days after the expiry of its SSL Certificate.

In order to renew its SSL Certificate, the Customer must place a new order, which shall be subject to the same validation process as the initial order.

However, a revoked SSL Certificate cannot be renewed.

An SSL Certificate may be terminated immediately or on the date specified in the notice: by either party if the other party commits a material breach of any provision of these Special Terms and such breach (where capable of remedy) is not remedied within fifteen (15) days following a written request from the other party

requesting resolution of the dispute, or by either party if the other party becomes insolvent or ceases to carry on business.

Only the holder of the SSL Certificate is authorized to request its revocation at any time, including before its expiry. In such case, the Customer must immediately cease using its SSL Certificate. Ikoula shall not provide any refund. Ikoula shall not be held liable for losses and damages caused during the period between the revocation request made by the Customer and the actual revocation carried out by Ikoula.

8. Right of Withdrawal

In accordance with Article L. 221-28 3° of the French Consumer Code, *"the right of withdrawal may not be exercised (...) for contracts for the supply of goods made to the consumer's specifications or clearly personalised (...)".*

The Customer acknowledges that the creation of the SSL Certificate for its Domain Name constitutes the supply of such a personalized item within the meaning of the aforementioned article.

Consequently, the Customer is expressly informed that, pursuant to these provisions, it may not exercise its right of withdrawal for this Service. This right may also not be exercised by the Customer when renewing the Service.

Executed by electronic signature,

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