

1 SUBJECT

The purpose of these Terms and Conditions is to define the legal terms concerning the provision of the Quicksign QES ONBOARD ID Service (hereinafter "the Service") enabling the Subscriber to append a qualified electronic signature on electronic documents proposed by PARTNER. Qualified electronic signatures issued to through the Service have the same legal value as handwritten signatures.

PARTNER has entrusted QUICKSIGN - 14 avenue de l'Opéra, 75001 Paris - to provide the registration services for the Subscriber who wishes to electronically sign electronic documents. QUICKSIGN uses DOCUSIGN France's - 175 Rue Jean Jacques Rousseau, 92138 Issy-les-Moulineaux - certified technical services for the issuance of one-time signing certificates and their life cycle management. Certificates delivered through the Service are EU-qualified certificates within the meaning of the EU Regulation N°910/2014 (eIDAS Regulation) and ETSI TS 101 456 issued to the public and require the use of a Secure Signature Creation Device (SSCD).

QUICKSIGN's as well as DOCUSIGN France's procedures and technical means are certified as compliant with the requirements of ETSI TS 101 456 for QCP with SSCD governing the issuance and management of qualified certificates.

DOCUSIGN France is a qualified trust service provider listed on the French trusted list.

PARTNER has entrusted [NAME OF ELECTRONIC ARCHIVING PROVIDER] - [ADDRESS OF ELECTRONIC ARCHIVING PROVIDER] for the conservation and archiving of the Proof Files.

These Terms and Conditions apply between QUICKSIGN and the Subscriber. The Subscriber is in a contractual relationship with PARTNER and can use the Service only to sign electronic documents proposed by PARTNER.

2 DEFINITIONS

Certificate: an electronic file which links electronic signature validation data to a given Subscriber identity. The Certificates issued through the Service can only be used once.

Certificate Policy: the set of rules identified by an OID and published by the Certification Authority, describing the general characteristics of the Certificates it delivers. A Certificate Policy describes the obligations and responsibilities of all the entities and components involved in the overall lifecycle of a Certificate.

The Certificate Policy used on the signature date of these Terms and Conditions is identified by the OID 1.3.6.1.4.1.22234.2.8.3.20 supplemented with the Registration Policy.

The applicable version of the Certificate Policy is the version in force the day the Service is initialized. It can be viewed on the Certification Authority's website: <https://www.docusign.com>

Certification Authority (CA): the entity which issues Certificates and manages the Certificate lifecycle (issuance, renewal, revocation) on the request of the Registration Authority, in accordance with the rules and practices defined in the applicable Certificate Policy. In the context of these Terms and Conditions, the CA is DOCUSIGN France.

Consent Protocol: means the procedure according to which DOCUSIGN France collects the consent of the Subscriber to:

- Receive a Certificate under his/her identity
- Accept to sign the electronic documents.

Terms and Conditions: the present legal terms and conditions, related to the use of the Service. These Terms and Conditions are included in the electronic documents to be signed by the Subscriber.

Private Key: a mathematical key that is secret and unique, contained within a secure signature creation device hosted and managed by the CA and remotely activated by the Subscriber to sign the electronic documents.

Proof File: a file generated, signed and timestamped by DOCUSIGN France that contains all the information and technical logs related to the authentication of the Subscriber and the process of signature of the electronic documents. A dedicated Proof File is associated to the signed electronic documents in the purpose of proving the validity of the electronic signature in case of legal proceedings.

Public Key: means a mathematical key that is made public and is used when implementing a cryptographic protocol to verify the electronic signature appended on an electronic document.

Registration Authority (RA): the entity in a contractual relationship with the CA and acting by delegation of the CA which authenticates the Subscriber and transmits Certificate requests to the CA. In the context of this document the RA is QUICKSIGN.

Registration Officer: a person contractually or hierarchically related to PARTNER, who is responsible for identifying the Subscribers in physical presence and collecting the Subscriber's identity and contact information.

Registration Policy (RP): the set of rules published by the RA describing the obligations and responsibilities of all the entities and components involved in registration process.

The applicable version of the RP is the version in force on the day the Service is initialized. It can be viewed on the Registration Authority's website: <http://www.quicksign.com/en/>

Subscriber: the natural person for whom PARTNER creates the electronic documents and who uses the Service to electronically sign these electronic documents. The Subscriber is in a contractual relationship with PARTNER and can use the Service only to sign electronic documents proposed by PARTNER.

3 PROCEDURE FOR REQUESTING CERTIFICATES VIA THE SERVICE

The Subscriber is informed and expressly accepts that in order to append his/her electronic signature on the electronic documents proposed by PARTNER, PARTNER uses the registration services offered by QUICKSIGN.

To that extent:

- the identity of the Subscriber is verified in physical presence by the Registration Officer against a nationally recognized ID document. The Registration Officer collects the Subscriber's identity and contact information (first name, last name, mobile phone number, email address, date of birth, place of birth, any other proof of identity);
- the Subscriber has authenticated him/herself in PARTNER's system using the means of authentication provided by PARTNER, if applicable;
- PARTNER creates an electronic document(s) to be signed by the Subscriber;
- PARTNER transmits the Subscriber's identity and contact information, the electronic documents and all the required information to QUICKSIGN;
- QUICKSIGN transmits the Subscriber's identity and contact information, the electronic documents and all the required information to be set in the Certificate and the Proof File to DOCUSIGN France;
- a signing Private Key is uniquely assigned to the Subscriber for the duration of the signature of the electronic documents. The Private Key is securely generated, stored and destroyed after the transaction and cannot be used for any other operation than the signature of the electronic documents by the Subscriber.
- the activation of the Private Key to sign the electronic documents is kept under the sole control of the Subscriber by verification of a unique code, generated and sent by SMS by DOCUSIGN France to the mobile phone number associated to the Subscriber during the identity verification performed by the Registration Officer.
- a qualified Certificate is assigned to the Subscriber as a means to verify that he/she is the actual signatory of the electronic documents.
- the Subscriber is required to confirm his/her identity and contact information and to accept or refuse to sign the electronic documents by entering the SMS code sent by DOCUSIGN France.
- DOCUSIGN France collects the signature of the Subscriber on the electronic documents.
- once the signature process has been successfully completed, the electronic documents are made available to the Subscriber by PARTNER.
- DOCUSIGN France generates a Proof File associated to the signature transaction of the electronic documents. PARTNER archives the Proof File for a duration of at least 7 years.

The Proof File contains:

- o The version of the electronic documents presented to the Subscriber before signature;
- o The signed version of the electronic documents;
- o The time and date of the transaction;
- o The Consent Protocol as executed between the Subscriber and DOCUSIGN France's application;
- o Registration information used to identify and authenticate the Subscriber
- o The technical logs associated to the transaction.

4 CERTIFICATE PUBLICATION

The Certificate is contained in the signed electronic documents and in the Proof File associated to the electronic documents. The Certificate is not published by QUICKSIGN or DOCUSIGN France.

5 CERTIFICATE PERIOD OF VALIDITY

Certificates are valid for 7 days maximum. Said period shall begin on the date the Certificate is issued. Upon expiry of this Certificate period of validity, the electronic signatures of PDF documents may be verified using Adobe Acrobat Reader (downloadable here <https://get.adobe.com/reader/>) namely in order to verify that on the date of the signature the document was electronically signed by a valid Certificate issued by DOCUSIGN France.

6 CERTIFICATE TERMS OF REVOCATION

6.1 REVOCATION AT THE INITIATIVE OF THE SUBSCRIBER OR CLIENT

The Subscriber and PARTNER will have five (5) days maximum following the issuance of the Certificate to submit a revocation request to QUICKSIGN.

Revocation requests shall be sent to the following email address:

certificate-revocation@quicksign.com

The Subscriber and PARTNER may submit a revocation request in the following cases:

- Certificate information is filled incorrectly;
- the Certificate corresponding to the private key has been lost or compromised or is suspected to be;
- PARTNER or the Registration Officer failed to comply with their obligations and with the security rules described in the Certificate Policy and Registration Policy.
- the valid identity document required to complete a remote transaction (in case the identity document that has been used for the initial face-to-face identity validation is not valid) has been checked and is not valid.

It shall contain all the following information:

- First name and last name of the Subscriber;
- Date when the Certificate was issued;
- File reference number;
- Reason for the revocation request (see list above);

- If any of the registration data is compromised, mention thereof, and, if this compromised data is the mobile phone number, the new mobile phone number where the Subscriber can be contacted.

The Certificate shall be revoked within twenty-four (24) hours after the request verification date. The Subscriber shall be informed of the Certificate revocation by QUICKSIGN.

6.2 REVOCATION AT THE INITIATIVE OF DOCUSIGN FRANCE

The Certificate shall be revoked immediately by DOCUSIGN France in the following cases:

- The CA is revoked;
- The Subscriber, PARTNER, the Registration Officer or QUICKSIGN failed to comply with their obligations and the security rules defined in the Certificate Policy;
- The Certificate corresponding to the Private Key has been or is suspected to be lost or compromised;
- Any other reasons indicated by DOCUSIGN France.

The concerned Subscriber shall be informed of the Certificate revocation by DOCUSIGN France.

6.3 REVOCATION AT THE INITIATIVE OF QUICKSIGN

The Certificate shall be revoked immediately by QUICKSIGN in the following cases:

- Certificate information filled incorrectly;
- The Certificate corresponding to the Private Key has been or is suspected to be lost or compromised;
- PARTNER or the Registration Officer failed to comply with their obligations and with the security rules described in the Certificate Policy and Registration Policy.

The concerned Subscriber shall be informed of the Certificate revocation by QUICKSIGN.

7 EFFECTIVE DATE AND DURATION

The present Terms and Conditions shall take effect on the date on which they are signed by the Subscriber, coinciding with the Certificate request date.

These Terms and Conditions shall apply for a period similar to the life cycle of the Certificates issued to the Subscriber and shall come to an end on the validity end date of said Certificates.

8 OBLIGATIONS OF THE SUBSCRIBER

By accepting to use the Service, the Subscriber agrees to comply with the provisions of these Terms and Conditions and to:

- provide the Registration Officer with accurate and authentic information.
- protect the security and confidentiality of the password received by SMS used to sign the electronic documents via the Service. This password is temporary and the SMS containing said password shall be destroyed by the Subscriber following the electronic signature operation.
- protect the security and confidentiality of the means of authentication provided by PARTNER used to authenticate him/herself in PARTNER's system, if applicable.
- verify the content of the Certificate and alert PARTNER if the Certificate is filled incorrectly.
- Use the Certificate and the related Private Key only to sign the electronic documents proposed by PARTNER.
- verify the authenticity and accuracy of the information to be set in the Certificate such as presented during the Consent protocol.
- promptly request the revocation of the Certificate to QUICKSIGN when necessary
- promptly inform PARTNER of any changes to the information to be set in the Certificate and/or electronic documents.
- promptly inform PARTNER of any changes to the authentication means used to receive the password (such as mobile phone number), identity and contact information as well as supporting documents used to be registered by PARTNER.

9 COST OF SERVICE

QUICKSIGN provides the service free of charge to the Subscriber and receives payment therefor from PARTNER.

Any charges for the data connection to the Internet required to use the Service are to be borne by the Subscriber.

10 QUALITY OF SERVICE

PARTNER is the Subscriber's sole liaison for all questions concerning the use of the Service. The Subscriber shall refrain from contacting QUICKSIGN's customer service directly.

[ADD DESCRIPTION AND CONTACT INFORMATION OF PARTNER SUPPORT SERVICE]

11 LIABILITY

Neither QUICKSIGN nor DOCUSIGN France may be held liable for any indirect or unforeseeable damage incurred by the Subscriber such as financial or commercial damages, loss of profit, loss of business, loss of clients, commercial troubles, loss of earnings, or loss of data originating or resulting from the present General Terms of Use or inherent to the use of Certificates issued by DOCUSIGN France.

Should QUICKSIGN's liability be incurred, it is expressly agreed that QUICKSIGN shall be responsible for compensating any direct, certain and immediate damages.

Should DOCUSIGN France's liability be incurred, it is expressly agreed that DOCUSIGN France shall be responsible for compensating any direct, certain and immediate damage.

Neither QUICKSIGN nor DOCUSIGN France accept any liability with regard to the use of Certificates or related Private Key issued through the Service under conditions and for purposes other than those provided herein, namely to verify the electronic signature appended on the electronic documents through the Service.

As neither QUICKSIGN nor DOCUSIGN France have any knowledge of the content or legal scope of the electronic documents signed through the Service, neither QUICKSIGN nor DOCUSIGN France may be held liable on this basis.

Neither QUICKSIGN nor DOCUSIGN France assume any liability or responsibility for the quality of the Internet connection or the consequences arising out of delay or loss in transit of any electronic messages, letters and documents, or for delay, alteration or other errors arising in the transmission of any telecommunication under these Terms and Conditions. It is further agreed that neither QUICKSIGN nor DOCUSIGN France may be held liable for any malfunctions of the Subscriber's, the Registration Officer's or PARTNER's workstation if such malfunctions are the result of the use of the Certificate in ways that do not comply with the related documentation. Similarly, neither QUICKSIGN's nor DOCUSIGN France's liability covers the proper functioning (failure, error, incompatibility, etc.) of the Subscriber's, Registration Officer's or PARTNER's hardware, software and environment.

Neither QUICKSIGN nor DOCUSIGN France may be held liable and neither assumes any responsibility for any delay in the fulfilment of obligations or for any non-fulfilment of obligations arising in connection with these Terms and Conditions when the circumstances giving rise thereto result from a case of force majeure as defined in Article 12 below.

12 FORCE MAJEURE

QUICKSIGN shall not be liable for any non-fulfilment or delay in the fulfilment of one or more obligations under these Terms and Conditions due to a case of force majeure or unforeseeable circumstances. A force majeure or unforeseeable circumstances is an event generally allowed by law and jurisprudence having the tripartite character of being unpredictable, overwhelming, and outside the Parties' control which hinders the execution of the Service against the will of the parties. Such events include but are not limited to: external labor disputes; external strikes; actions of civil or military authorities; declared or undeclared wars or hostilities; acts of terrorism; riots; natural disasters; fires; water damage, epidemics; extreme weather conditions; blockage of transportation or supply infrastructure; earthquakes; fire, storm; flooding; disturbances; governmental or legal restrictions, legal or regulatory changes to forms of marketing, malfunctions or interruption of telecommunications or computer networks (including switched networks) and any incidents on third-party networks; or circumstances beyond its reasonable control. QUICKSIGN and/or DOCUSIGN France shall suspend the performance of their obligations in the event of an incident classed as force majeure and may not be held liable in this regard.

13 PROTECTION OF PERSONAL DATA

The Subscriber's personal data is collected by PARTNER and is for the use of PARTNER. PARTNER may collect the data through a Registration Officer.

The personal data transmitted to QUICKSIGN by PARTNER and then transmitted to DOCUSIGN France by QUICKSIGN during the use of the Service is processed by QUICKSIGN and DOCUSIGN France solely within the territory of the European Union and solely for the purposes of (i) allowing the Subscriber to be authenticated and identified by QUICKSIGN, (ii) performing the controls required for issuing and, if applicable, revoking Certificates, (iii) creating the Subscriber's personal identity entered in the Certificate, (iv) authenticating the Subscriber during the Consent Protocol and (v) optimizing data processing.

Subscribers' personal data are deleted from the QUICKSIGN servers and from the DOCUSIGN France servers at the end of the necessary processes, except for audit trail logs that must be kept by DOCUSIGN France as per its activity of Qualified Trust Service Provider.

On the basis of statutory retention periods (e.g. in the context of the Money Laundering Act), the data can be stored by PARTNER for the duration of the business relationship between PARTNER and the Subscriber and after its termination.

Any opposition to the processing and/or retention of personal data shall prevent the issuance of a Certificate. By signing the electronic documents and these Terms and Conditions, the Subscriber accepts processing of his/her personal data on the instructions of PARTNER by QUICKSIGN and DOCUSIGN France and retention of the Proof File containing his/her personal data by PARTNER for a duration of at least 7 years. PARTNER may use the services of a Third-Party electronic archiving provider for the archiving of the Proof File.

For the provision of the Service, PARTNER acts as data controller and QUICKSIGN and DOCUSIGN France act as data processors within the meaning of the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation). QUICKSIGN and DOCUSIGN France declare to be compliant with the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

According to EU Regulation 2016/679 the Subscriber has, at any time, a right of access to and rectification of all of his/her personal data which he/she can exercise upon simple request to [ADD CONTACT INFORMATION FOR DATA PROTECTION].

14 INTELLECTUAL PROPERTY

These Terms and Conditions do not confer to the Subscriber any intellectual property right with regard to the Certificates and the related services.

The Subscriber acknowledges that QUICKSIGN shall retain all intellectual property rights (patents, registered trademarks and other rights) for the elements comprising the Service as well as the documentation, concepts, techniques, inventions, processes, software or work performed in connection with the Certificates and related services made available by QUICKSIGN, irrespective of the form, programming language, program medium or language used.

15 APPLICABLE LEGAL SYSTEM AND PROCEDURES FOR COMPLAINTS AND DISPUTE SETTLEMENTS

PARTNER is responsible for handling disputes with the Subscriber related to the Service. Complaints shall be addressed to [ADD PARTNER'S CONTACT FOR COMPLAINTS PROCEDURES].

Any dispute related to the validity, interpretation, and execution of all or part of these Terms and Conditions will fall within the jurisdiction of **[ADD COURT OF THE CLIENT/SUBSCRIBER'S country]**

Any disputes or claims arising from the Subscriber out of or in connection with the Service provided by QUICKSIGN and/or DOCUSIGN France or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of France. Each party irrevocably agrees that the commercial courts of Paris shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Service provided by QUICKSIGN and DOCUSIGN France or its subject matter or formation (including non-contractual disputes or claims).