Contract for SSL and S/MIME Certificates
Including free web interface

1. Object of Business

The InterNetX GmbH (hereinafter referred to as „InterNetX") is responsible, on behalf of the client/partner, for ordering SSL certificates and Site Seals, including all required additional services, from the issuing Certificate Authority. In addition, further services and products clearly related to this, may be ordered by the client/partner.

2. Description of Services

InterNetX will ensure access to the respective Certification Authorities (e.g. Symantec, Thawte, GeoTrust) via a web interface. InterNetX is entitled to check respective data for syntax errors prior to delivery and reserves the right to refuse order requests in case of application and syntax errors or violation of law. The client/partner accepts the responsibility of submitting an orderly application to InterNetX.

3. Prices

SSL certificate conditions are payable on commencement of services. This is the case, as soon as the client/partner has submitted the SSL order to the respective Certification Authority. Moreover, the prices in the attachment to this document or specifically valid pricelists are applicable.

4. Duration of Contract

This agreement can only be terminated after a contract period of 12 months.

5. Warranties/Obligations of Client/Partner, Rights of InterNetX, Limitation of Liability

5.1 The client/partner warrants that he/she will always appear in the name and on behalf of the customer.

5.2 In the event of the aforementioned obligation being violated and besides the obligation to cover for the actual damage and in addition to the payment of compensation for loss or damage to be made by the client/partner under the successive paragraph, InterNetX reserves the right to charge an appropriate penal sum, that is to be determined by InterNetX as appears fair, unless the client/partner can provide proof that either no or insignificant damage had been incurred.

5.3 Notwithstanding a potential claim of a contractual penalty InterNetX can claim compensation for damage that has occurred for InterNetX as a result of the client/partner failing to fulfil his/her obligations under the preceding paragraph in the appropriate manner. Therefore the client/partner undertakes to compensate and indemnify InterNetX for all claims, charges, losses, damage and expenses (including but not being limited by court and lawyer's fees), that are accrued due to any inappropriate handling of an order or application on the part of the client/partner. This compensation also includes potential penalties.

6. Additional Information

On signing this agreement, the client/partner confirms, that he has read, understood and accepted the applicable policy. By carrying out any action, the client/partner assures that he is legally authorized to do so by the authorized customer. Clients/Partners located in Germany will participate in direct debit procedure and grant InterNetX the authorization for direct debit (see attachment).

7. Summary of Services

Within the framework of co-operation InterNetX grants the client/partner access to a web interface and/or mail robot which includes the following features:

- ↗ Error-free registration applications are passed on and dealt with in real time
- ↗ Automatic email response
- ↗ Technical mailing list for information purposes in the event of malfunction or failures of the registration system
- ↗ Support requests for S/MIME certificates are accepted only by mail to ssl-services@internetx.com

8. Final Provisions

No collateral agreements have been made apart from these terms of contract. Changes or amendments must be made in writing in order to be valid. The same applies to a waiver of the requirement of written form. In the event of the ineffectiveness of one or several provisions of this contract the parties to the contract will agree upon a substitute regulation that economically comes as close as possible to the ineffective provision.

The parties agree that German law applies under this contract (excluding UN - International Sale of Goods (CISG) law).

The place of jurisdiction in the event of potential disputes in connection with this contract or the single transactions concluded in the execution of this contract is the headquarters of InterNetX. However, each party of the contract also has the right to sue the other in his or her place of jurisdiction.

Furthermore the General Terms and Conditions („AGB") as well as the respective applicable Special Terms and Conditions for SSL Certificates („BVB SSL Zertifikate") of InterNetX apply likewise and are available in their currently valid versions at **https://www.internetx.com**. In addition, the regulations of the respective Certificate Authorities, and the individually valid operating conditions of InterNetX shall apply and be a substantial part of this agreement.

In case the client/partner is not a corporate entity, but a small-scale enterprise, which operates as a natural person or as a non-incorporated firm (private company; partnership etc.), he/she explicitly agrees that the personal data he/she has provided can be forwarded to a reputable credit agency (e.g. Verband der Vereine Creditreform e.V. or Bisnode Deutschland GmbH) in order to obtain information about the address- and credit-information stored regarding the client/partner. In addition, reference is made to the currently valid Data Protection Policy, available under https://www.internetx.com/en/legal/privacy-policy.