

Regulation concerning application process for granting SSL certificates

I. General Provisions

1. The Regulations define rules of service provision of application process for granting SSL Certificates by H88 S.A. with registered office in Krakow. These Regulations are specific regulations within the meaning of the provisions of the General Regulations H88 S.A.

2. Wherever the following words appear in these Regulations, they shall have the following meanings:

General Rules - regulations of service provision by H88 S.A. with registered office in Krakow (<https://domeny.pl/regulaminy.html>) which is used to conclude an agency agreement of the SSL Certificates in matters not regulated by the Regulation.

Regulations - document specifying conditions of service provision of application process for granting SSL Certificates.

Contract - agreement of service provision of application process for granting SSL Certificates, to which the Regulation and General Provisions shall apply.

Service - one-time service treated as Another service within the meaning of the General Rules, which consists of actions performed by H88 S.A. on the basis of which H88 S.A., in the name of and for the benefit of the Customer, submits application for granting the Certificate SSL for a particular Resource of digital data specified by the Customer on the basis of data and documents provided by the Customer, with the exception of actions that the Customer is obligated to perform personally in order to carry out:

- a) a positive verification of data concerning the Customer specified by requirements of Certification Authority,
- b) positive verification of the right to use certain Resource of digital data being subject to certification,
- c) positive verification of the persons authorized to represent the Customer or empowered to act on his behalf in proceedings concerning application for granting SSL certificates. Resource of digital data - defined and specified by the Customer resource of digital data of specific functionality (in particular - name of internet domain, IP address of the network device, e-mail address, host, etc.), as to which it is possible to secure digital data and their source by the SSL Certificate

SSL Certificate - time-limited, individually granted and assigned to Resource of digital data specifically specified by the Customer, code answer key granted by the Certification Authority consistent with standards of cryptographic data security.

Certification Authority - domestic or foreign entity, issuing SSL certificates in accordance with accepted standards used in the scope of cryptographic data security, entitled to verify date of:

- a) the entity applying for granting of the SSL Certificate
- b) having the right to use specific Resource of digital data by the entity applying for granting of the SSL Certificate
- c) persons authorized to represent or empowered, on behalf of the entity applying for granting of the SSL Certificate, to perform actions in application process for granting the SSL Certificate.

Renewal of Service - Customer's order to perform by H88 S.A. a service aimed at granting once again the SSL Certificate for the specified Resource of digital data

SSL Assistant – application of H88 S.A. through which the Contractor / the Customer performs actions related to the application process for granting the SSL Certificate, that is, in particular by filling in data and documents indicated in the form presented in connection with the use of the application.

II. Conditions of service provision

1. Under the service provision agreement the Customer assigns to H88 S.A. (for remuneration) in the name of and for the benefit of the Customer to apply for granting the SSL Certificate for Resource of digital data specified by the customer. The obligation is not periodic and continuous provision.

2. Services provided by H88 S.A. according to the rules specified in this Regulations are based on due diligence aimed at granting the SSL Certificate to the Customer.

3. H88 S.A. is not responsible for the actions of the Contractor / the Customer that are incompatible with conditions of granting the SSL Certificates specified by the Certification Authority's. H88 S.A. at the explicit request of the Contractor or the Customer shall expose the conditions for granting SSL Certificates before the conclusion of the Agreement, and during its execution. These exposed conditions are not part of the Agreement concluded between H88 S.A. and the Customer.

4. In order to grant the SSL Certificate specified by the Customer, H88 S.A. acting in the name of and for the benefit of the Customer concludes an agreement with an appropriate Certification Authority for granting the SSL Certificate.

5. Placing Order is equivalent with Customer's statement that with the date of acceptance of Regulation he/she grants H88 S.A. an authorization to represent him/her to conclude a contract for granting the SSL Certificate according to the rules for issuing SSL Certificates by Certification Authority's, with the exception of activities that the Customer is obliged to perform personally in order to carry out:

- a) a positive verification of data concerning the Customer specified by requirements of Certification Authority,

- b) positive verification of the right to use certain Resource of digital data being subject to certification,
- c) positive verification of the persons authorized to represent the Customer or empowered to act on his behalf in proceedings concerning application for granting SSL certificates.

6. H88 S.A., in order to carry out an initial verification of the data constituting the basis for the application for granting the SSL Certificate, regardless of the data and documents that the Customer is obliged to submit within SSL Assistant application, may ask the Customer about:

- a) delivery within 3 days additional documents relating to the data indicated in the content of Order or documents constituting the basis for the application for granting the SSL Certificate, as required by the Certification Authority's,
- b) corrections or changes within 3 days data provided by the Customer, constituting the basis for the application for granting the SSL Certificate.

7. H88 S.A., as a result of a preliminary verification of the data constituting the basis for the application, may refuse to perform services in the case of:

- a) providing inaccurate, incomplete or erroneous data, and no delivery documents in proper time specified by H88 S.A.,
- b) making changes in the written form of the application in relation to its electronic form,
- c) not removing errors in the data presented by the Customer constituting the basis for the application, in proper time specified by H88 S.A.

III. Service Renewal

1. H88 S.A. informs the Customer about expiry date of the SSL Certificate at least 30 days before its termination. At the same time H88 S.A. makes an offer to conclude Service renewal agreement.

2. If the agreement is concluded due to the Customer's acceptance of Service renewal offer made by H88 S.A. for another SSL Certificate's validity period, the provisions of Regulation shall be applied directly.

3. In case of Service renewal the Customer is obliged to pay full fee set according to the Price list. The payment shall be transferred into H88 S.A.'s bank account. The fee shall be paid 14 days before expiry date of the SSL Certificate.

4. If the subscriber does not Renew the Service for next SSL Certificate's validity period and does not make the payment until the term specified in point III.3 of Regulation, H88 S.A. is not obliged to Renew the service, which purpose is to grant the SSL Certificate for the next validity period.

5. H88 S.A. does not take responsibility for the effects of expiry date of the SSL Certificate and for lack of granting renewed SSL Certificate for certain digital network resources.

IV. Parties' obligations and rights

H88 S.A. shall make every possible effort to provide the Service constantly, continuously and at the highest level from the order placement till the moment of the SSL Certificate's grant. In case of planned, temporal disconnection in set period, H88 S.A. shall inform the Customers at least 48 hours earlier by sending an e-mail in which H88 S.A. shall inform about the planned time of disconnection and its reason.

V. Payments

1. After Order placement and before taking part in application process for granting the SSL Certificate, the Customer is obliged to make payment according to the sent VAT invoice or pro-forma invoice based on the Price list in force on the day of Order placement. The payment shall be made within the date set in the invoice.
2. In case of lack of payment mentioned hereinbefore (point V.1 of Regulation), H88 S.A. is under no obligation to provide the Service. The Agreement of application process for granting SSL Certificate expires after ineffective request for the Customer's payment.
3. Promptly after completing by the Customer all the data and documents required by the Certification Authority (to accept the application for granting SSL Certificate), H88 S.A. files the application for granting the SSL Certificate.
4. If the Customer does not perform an action aiming to eliminate the obstacles hindering the grant of SSL Certificate, i.e:
 - a) does not perform his/her obligations concerning the provision of data that he/she is obliged to deliver within the SSL Assistant application
 - b) does not provide the data mentioned in point II.6 of Regulation.
 - c) does not perform the obligations that condition granting SSL Certificate and that he/she owes to perform in person to the Certification Authority – within 3 days from the Order placement; and moreover:
 - d) does not make the payment according to the sent VAT invoice or pro-forma invoice mentioned hereinbefore (point V.1. of Regulation)

H88 S.A. may demand a supplementary payment that is the difference between the payment adequate on the day of elimination of the obstacles hindering the grant of the SSL Certificate by the Customer, and the price from the VAT invoice or pro-forma invoice mentioned in point II.1 of Regulation. In that case H88 S.A. shall provide another VAT invoice or proforma invoice pointing the amount of supplementary payment, which the Customer is obliged to pay within the date set in the invoice. If no supplementary payment is made, the provisions V.1 – V.4 of the Regulation shall apply. However, if the Customer does not pay the supplementary payment demanded by H88 S.A., the Agreement expires and H88 S.A. is obliged to reimburse previously paid sums within 21 days from the Customer's demand and delivery to H88 S.A. a signed correcting invoice.

5. Point V.4 of Regulation shall not apply to Consumers. However, if the Consumer does not perform the obligations specified in point V.4 from a to c of the Regulation by the deadline set therein, H88 S.A. may

withdraw from the Agreement without previous letter of formal notice and shall promptly reimburse the fee paid by the Consumer.

VI. H88 S.A.'s responsibility

1. Apart from the situations mentioned in H88 S.A. General Regulations, H88 S.A. does not take the liability for the delay or failure in application process for granting SSL Certificates which is due to reasons attributable to the Contractor/ the Customer or the Certification Authority.
2. H88 S.A.'s liability is limited to the value of the fee paid by the Customer. This limitation shall not apply to the Customer when H88 S.A. is liable for damages according to general rules.

VII. Protection of personal data

The Customer gives consent that his/her personal data to be transferred by H88 S.A. and processed by the Certification Authority for the purposes of Agreement execution and grant of the SSL Certificate.

IX. Final provisions

The Regulation enters into force on 18.07.2012.