

TERMS OF SERVICE OF SSL CERTIFICATE

§ 1. General Provisions

These Terms of Use govern the provision of the SSL Certificate Service by the Service Provider.

§ 2. Definitions

1. As used in these Terms of Use, the following terms shall have the following meanings:
 - a. **Price for the SSL Certificate Service** – a fee for the SSL Certificate Service stated in the Price List, paid by the User to the Service Provider in cases defined in the Terms of Use. It also includes a fee for the Issuer for issuing the SSL Certificate and for granting the licence to use the SSL Certificate.
 - b. **SSL Certificate** – a set of electronic data consisting of a public key, information identifying the owner of the public key, and information about its validity that has been digitally signed by the Certification Authority. It is used to authenticate the resources stored on the server where it is placed. It is issued for a specific Domain Name based on automatic online verification of the right to use a given Domain Name which is performed by the Issuer.
 - c. **Verification E-mail Address** – e-mail address, to which the Certification Authority sends messages to the User concerning the procedure of obtaining the licence to use the SSL Certificate (e.g. admin@domenaadmina.pl when the Domain Name is: "domenaadmina.pl").
 - d. **Terms of Use** – these SSL Certificate Service Terms of Use.
 - e. **Subscriber's Terms of Service issued by the Certification Authority** – regulations regarding terms and conditions of obtaining and using SSL certificates, including terms and conditions of the licence to use the SSL Certificate, available on the website of the Certification Authority.
 - f. **SSL Certificate Specification** – characteristics of a given SSL Certificate, including its name, validity period, functionality, Price for the SSL Certificate Service, type of entities entitled to obtain the licence to use the SSL Certificate (consumer/business entity), available on the website of the Certification Authority.
 - g. **SSL Certificate Service** – service rendered electronically by the Service Provider, whereby the Service Provider acts on behalf of the User as an intermediary between the Issuer and the User in the procedure for concluding an agreement for the issuance of the SSL Certificate under the terms of services defined by the Issuer and for granting the licence to use the SSL Certificate to the User by the Certification Authority.
 - h. **Issuer or Certification Authority** – a third party authorised to issue SSL Certificates which grants the licence to use the SSL Certificate.

2. All capitalised terms not defined in clause 1 above have the meanings assigned to them in the Terms of Website Use or the Terms of Provision of Domain Related Services. In case of any discrepancies between the definition of a term provided in the Terms of Use and the Terms of Website Use or other terms of Services, the meanings provided in clause 1 above shall prevail.

§ 3. Ordering SSL Certificate

1. The Service Provider is not the Certification Authority and is not a party to the agreement authorising the use of the SSL Certificate.
2. Upon making the payment for the SSL Certificate Service, the agreement between the User and the Service Provider is concluded on mediation services in the procedure for the conclusion of the agreement on granting the licence to use the SSL Certificate.
3. The ordering of the SSL Certificate Service requires:
 - a. filling in by the User an electronic service order application, which includes:
 - the Domain Name selected by the User, for which the SSL Certificate indicated in the order is to be issued, under which an active website is available and agreeing to the verification of this fact by the Certification Authority,
 - Verification E-mail Address,
 - b. making the payment for the SSL Certificate Service,
 - c. acceptance by the User of the Terms of Use and the Subscriber's Terms of Service issued by the Certification Authority,
 - d. granting by the User the authorisation to the Service Provider to perform activities covered by the SSL Certificate Service,
 - e. declaration by the User that the User has the effective right to use the Domain Name, for which the SSL Certificate is to be issued,
 - f. delivering the CSR (Certificate Signing Request) file issued for the previously stated Domain Name, which is necessary for issuing the SSL Certificate, and if the CSR was generated by the Service Provider, the key for the User is stored on the Service Provider's servers until the User downloads the SSL Certificate.
4. Obtaining the SSL Certificate may require:
 - a. providing other, additional documents or information, which may be necessary in accordance with the Subscriber's Terms of Service issued by the Certification Authority, as well as performing other actions required by the Issuer,
 - b. confirming the compliance of the Domain Name subscriber's data disclosed in the WHOIS database with the User's data stated in the CSR file, and in this respect, the User shall be obliged to perform all actions to enable the verification of the compliance of such data, in particular through their modification or declassification.
5. Once the verification process has been successfully completed, the SSL Certificate will be made available in the User Account or by an e-mail sent to the Verification E-mail Address.
6. If the verification process ends with the Issuer's refusal to issue the SSL Certificate:

- a. due to circumstances solely attributable to the User, the User has no right to request a refund of the amount paid for the SSL Certificate Service,
 - b. due to circumstances solely attributable to the Issuer, the User is entitled to request a refund of [...] of the price for the SSL Certificate Service, representing only the amount due for the issuance of the SSL Certificate, within 14 days from the date of receiving information about the refusal to issue the Certificate. The refund referred to in the preceding sentence does not apply to the payment for the SSL Certificate Service rendered by the Service Provider.
7. The period for which the SSL Certificate has been purchased begins upon issuing the SSL Certificate by the Issuer.
8. Before the end of the current SSL Certificate validity period, the User will be notified of the impending expiry of this period via the User Account.
9. The User may extend the validity period of the SSL Certificate according to the procedure specified in the Terms of Use for the first SSL Certificate order. Provisions regarding ordering the SSL Certificate apply accordingly in the case of SSL Certificate renewal.

§ 4. Certificate Installation

1. Installation of the SSL Certificate on the server should take place within one year from the date of its issuance. If it is not installed within this period, the Certification Authority may be entitled to cancel the SSL Certificate.
2. The SSL Certificate may be installed for a server with an IP address. The detailed rules and requirements for the installation of the SSL Certificate are determined by the administrator of the server whose services are or will be used by the User.
3. The SSL Certificate is issued only for Domain Names stated by the User unless the SSL Certificate Specification states otherwise.
4. The SSL Certificate Specification defines the type of entities authorised to obtain the licence to use the SSL Certificate, and the User is required to verify individually whether, in accordance with the SSL Certificate Specification, the User may obtain the appropriate licence.

§ 5. SSL Certificate Revocation

1. The SSL Certificate may be revoked before the expiration period when:
 - a. the User requests it;
 - b. the SSL Certificate was issued based on factually inaccurate data;
 - c. the User's private key algorithm has been broken;
 - d. the User has not paid the fees for issuing the certificate;
 - e. the User is not a Subscriber of the Domain Name to which SSL Certificate applies;
 - f. data contained in the SSL Certificate are no longer valid or are factually inaccurate;
 - g. the Service Provider ceases to provide SSL Certificate services;
 - h. the Certification Authority's key algorithm has been broken;
 - i. there is another circumstance that poses a threat to the security of business transactions conducted with the use of the SSL Certificate;

- j. the Service Provider gains knowledge of the use of the SSL Certificate for activities to the detriment of the Service Provider or third parties or illegal activities;
- k. there are circumstances beyond the control of the Service Provider that make it impossible to continue to use the SSL Certificate for its intended purpose.

§ 6. Liability and Obligations of the Service Provider

1. The Service Provider shall not be liable for the consequences of the factual or legal inconsistency of the statement on the right to use the Domain Name made by the User.
2. The Service Provider does not guarantee that the SSL Certificate will be issued. The granting of the licence to use the SSL Certificate is at the sole discretion of the Certification Authority.
3. The Service Provider does not provide technical assistance on the performance of the agreement on granting the licence to use the SSL Certificate and does not accept or consider complaints in this regard. Any comments and complaints related to the performance of the agreement on granting the licence to use the SSL Certificate should be addressed to the Certification Authority.
4. The Service Provider does not give any warranties in connection with the issuance of the SSL Certificate, particularly regarding the security of the SSL Certificate. Information about the warranties given by Issuers is provided in the agreement templates of those Issuers.

§ 7. Final Provisions

1. The Service Provider reserves the right to amend the Terms of Use or to publish new Terms of Use in the following cases:
 - a. change of the law, including provisions regarding consumer protection,
 - b. change of the technical conditions of providing the Service,
 - c. change of the terms and prices of services provided by third parties to the Service Provider, which are necessary to provide the Services,
 - d. change of the range of the Services provided,
 - e. organisational changes or legal transformations of the Service Provider, including a change of the ownership of the Service Provider.
2. To all matters not settled in these Terms of Use, the Terms of Website Use and the Terms of Provision of Domain Related Services available on the website www.aftermarket.pl shall apply.
3. The Terms of Use shall enter into force on [...].