

# GlobalSign Certification Practice Statement

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# **Document History**

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# **History**

Changes in v.6.7 (publication date : 18th May 2010) with respect to v.6.5

- Administrative changes and clarifications
- Removed Educational ServerSignSSL
- Changes in v.6.6 (publication date : 27<sup>th</sup> January 2010) with respect to v.6.5
- Administrative changes supporting delivery of ObjectSign to Individuals. Rename ObjectSign to CodeSigning Changes in v.6.5 (publication date : 12<sup>th</sup> May 2009) with respect to v.6.4
- Administrative changes
- Changes in v.6.4 (publication date : 11th February 2009) with respect to v.6.3
  - Administrative changes
  - Support of timestamping certificate services.
  - Support of TrustedRoot TPM and DocumentSign
- Changes in v.6.3 (publication date : 16th December 2008) with respect to v.6.2
  - Administrative changes
  - Support of enhanced validation and application processes higher degree of automation.
- Changes in v.6.2 (publication date : 13th October 2008) with respect to v.6.1
  - Administrative changes
  - Clarification of Certificate Profiles and removal of Certificate Suspension.
- Changes in v.6.1 (publication date : 20th May 2008) with respect to v.6.0
  - Administrative changes
  - SubjectAlternativeName and non public domain support
- Changes in v.6.0 (publication date : December 17<sup>th</sup> 2007) with respect to v.5.6
  - Removal of the HyperSign product range
  - The addition of role and department based PersonalSign Pro 2 certificates.
  - The option for GlobalSign to generate Private Key pairs and CSRs on behalf of the applicant
  - The use of API functions for all products.
  - Minor administrative changes to aid readability.
- Changes in v.5.6 (publication date : June 25 2007) with respect to v.5.6
  - Administrative changes

- Incorporation of modifications to support EV Guidelines at Issue 1.0
- Changes in v.5.5 (publication date : June 19 2007) with respect to v.5.5
  - Administrative changes
  - Renamed some products
- Changes in v.5.4 (publication date : March 30 2007) with respect to v.5.3
  - Administrative changes
- Changes in v.5.3 (publication date : Jan 26 2007) with respect to v.5.2
  - Added GlobalSign DomainSSL product
     Added GlobalSign Root CA R2
  - Adjusted Liability gap for OrganizationSSL and ExtendedSSL
- **Changes in v.5.2** (publication date: December 2006) with respect to v.5.1
  - Added GlobalSign ExtendedSSL product
  - Removed Sureserver products, Renamed GlobalSign Educational ServerSign to GlobalSign Education GlobalSign OrganizationSSL.
  - Administrative changes

Changes in v.5.1 (Publication Date: 13 March 2006) with respect to v.5.0

Added GlobalSign Educational ServerSign product

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- Adaptation to the RFC 3647 format
- Separation of Data protection policy, warranty policy and consumer policy.
- Updated references to GlobalSign Certificate Policy

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Separated references to GlobalSign Qualified Certificates product

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- Section 1.4: Updated wording
- Section 4.3.6: Updated wording
- Section 5.13: Updated reference to logs retention period.
- Section 21.10: Updated wording
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- Section 21.23: Updated wording

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- New Chapter 21 GlobalSign PersonalSign 3 Qualified certificates issued under Belgian Law of 9 July 2001 implementing the European Directive 1999/93/EC of the Council and the Parliament on a Community Framework on Electronic Signatures.
- Updated Chapter 10 GlobalSign Limited Warranty Policy to include warranty requirements for product named GlobalSign PersonalSign 3 Qualified certificate.
- Updated Section 5.12 on records retention period for Personalsign 3 Qualified certificate.
- Appropriate additions to the definitions list with regard to qualified certificates.
- Minor editorial updates to accommodate PersonalSign 3 Qualified in the Introduction.

# Acknowledgments

This GlobalSign CA CPS endorses in whole or in part the following industry standards:

- RFC 3647: Internet X.509 Public Key Infrastructure Certificate Policies and Certification Practices Framework (obsoletes RFC 2527)
- RFC 5280: Internet X.509 Public Key Infrastructure Certificate and CRL Profile.
- RFC 3039: Internet X.509 Public Key Infrastructure Qualified Certificates Profile.
- RFC 2560: X.509 Internet Public Key Infrastructure Online Certificate Status Protocol OCSP
- RFC 3279: Algorithms and Identifiers for the Internet X.509 Public Key Infrastructure Certificate and CRI Profile
- ETSI TS 101 862: Qualified certificate profile.
- ETSI TS 101 042: Policy requirements for certification authorities issuing public key certificates (Normalised level only).
- The ISO 1-7799 standard on security and infrastructure
- CA/Browser Forum EV Certificate Guidelines Version 1.1

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# **1.0 Introduction**

This Certification Practice Statement (CPS) of the GlobalSign Certification Authority (hereinafter, GlobalSign CA) applies to the services of the GlobalSign CA that are associated with the issuance of and management of digital certificates.. This CPS can be found on the GlobalSign CA repository at <a href="http://www.globalsign.com/repository">http://www.globalsign.com/repository</a>. This CPS may be updated from time to time.

A certificate policy is a "named set of rules that indicates the applicability of a certificate to a particular community and/or class of application with common security requirements". This CPS is a certificate policy in broad sense and meets the formal requirements of Internet Engineering Task Force (IETF) RFC 3647, dated November 2003 with regard to content, layout and format. An RFC issued by IETF is an authoritative source of guidance with regard to standard practices in the area of electronic signatures and certificate management. While certain section titles are included in this policy according to the structure of RFC 3647, the topic may not necessarily apply in the implementation of the certificate management services of the GlobalSign CA. These sections have been removed from this document. Where necessary additional information is presented as subsections added to the standard structure. Meeting the format requirements of RFC 3647 enhances and facilitates the mapping and interoperability of the GlobalSign CA with other third party CAs and provides relying parties with advance notice on the practices and procedures of the GlobalSign CA. Additional assertions on standards used in this CPS can be found under section "Acknowledgements".

This CPS addresses the technical, procedural personnel policies and practices of the CA in all services and during the complete life cycle of certificates as issued by the GlobalSign CA.

Request for information on the compliance of the GlobalSign CA with accreditation schemes as well as any other inquiry associated with this CPS can be addressed to:

The GlobalSign CA operates within the scope of activities of GlobalSign NV. This CPS addresses the requirements of the CA that issues certificates of various certificate types. More information can be obtained from <a href="http://www.globalsign.com/repository">http://www.globalsign.com/repository</a>.

This CPS is final and binding between GlobalSign NV/SA, a company under public law, with registered office at Ubicenter, Philipssite 5, B-3001 Leuven, VAT Registration Number BE 0459134256 and registered in the commercial register under number BE 0.459.134.256 RPR Leuven, (Hereinafter referred to as "GlobalSign")

#### and

the subscriber and/or relying parties, who use, rely or attempt to rely upon certification services made available by the GlobalSign CA.

For subscribers this CPS becomes effective and binding by accepting a subscriber agreement. For relying parties this CPS becomes binding by merely addressing a certificate related request on a GlobalSign certificate to a GlobalSign directory. The subscriber, through acceptance of the subscriber agreement, is bound by the agreement to inform their relying parties that the CPS is itself binding toward those relying parties.

## 1.1 Overview

This CPS applies to the specific domain of the GlobalSign CA. The purpose of this CPS is to present the GlobalSign practices and procedures in managing certificates and to demonstrate compliance with requirements pertaining to the issuance of digital certificates according to GlobalSign's own and industry requirements pursuant to the standards set out above. Additionally the Belgian Law of 9 July 2001 implementing the European Directive 1999/93/EC of the Council and the Parliament on a Community Framework on Electronic Signatures provides for the recognition of electronic signatures that are used for the purposes of authentication or non repudiation. In this regard GlobalSign operates within the scope of the applicable sections of the Law when delivering its services. This CPS applies to the above-stated domain to the exclusion of any other. This CPS aims at facilitating the GlobalSign CA in delivering certification services and managing the certificate life-cycle of Client, Server and other-purpose end entity certificates. The certificate types addressed in this CPS are the following:

PersonalSign 1 PersonalSign 2 PersonalSign 2 Pro	A personal certificate of low assurance A personal certificate of medium assurance A personal certificate of medium assurance with reference to professional context
PersonalSign 3	A personal certificate of high assurance
PersonalSign 3 Pro	A personal certificate of high assurance with reference to professional context
OrganizationSSL	A certificate to authenticate web servers
DomainSSL	A certificate to authenticate web servers
ExtendedSSL	A certificate to authenticate web servers *
GlobalSign TimeStamping	A certificate to authenticate time sources
DocumentSign	A personal certificate of medium hardware
	assurance with reference to professional context
Code Signing	A certificate to authenticate data objects

\* These certificates are issued and managed in accordance with CA/Browser Forum Guidelines for Extended Validation Certificates, which are <u>incorporated by reference</u> into this CPS.

#### GlobalSign certificates:

- Can be used for electronic signatures in order to replace handwritten signatures where transacting parties choose for them
- Can be used to authenticate web resources, such as servers and other devices.
- Can be used to digitally sign code, documents and other data objects.
- Can be used for encryption of data.

This CPS identifies the roles, responsibilities and practices of all entities involved in the life cycle, use, reliance upon and management of GlobalSign certificates. The provisions of this CPS with regard to practices, level of services, responsibilities and liability bind all parties involved including the GlobalSign CA, GlobalSign RA, subscribers and relying parties. Certain provisions might also apply to other entities such as the certification service provider, application providers etc.

This CPS describes the requirements to issue, manage and use certificates issued by the GlobalSign CA under a managed Brand Root. As a top root CA, GlobalSign manages a hierarchy of certificates according to publicised practices to be found under <a href="http://www.globalsign.com/repository">www.globalsign.com/repository</a>

A GlobalSign Certificate Policy (CP) complements this CPS. The purpose of the GlobalSign CP is to state the "what is to be adhered to" and, therefore, set out an operational rule framework for the broad range of GlobalSign products and services. Such level is generally defined by the entity wishing to ensure a level of trust by managing the life cycle of digital certificates. The GlobalSign

CP addresses the requirements of the entire application domain of GlobalSign certificates focusing on top root certificates and subCA's, not just the end-entity certificate area.

This CPS states "how the Certification Authority adheres to the Certificate Policy". In doing so this CPS features a greater amount of detail and provides the end user with an overview of the prevailing processes, procedures and overall prevailing conditions that the Certification Authority uses in creating and maintaining the certificates that it manages. In addition to the CP and CPS GlobalSign maintains a range of adjacent documented polices which include but are not limited to addressing such issues as:

- Business continuity
- Security policy
- Personnel policies
- Key management policies
- Registration procedures

Additionally, other pertinent documents include:

- The GlobalSign Limited Warranty Policy that addresses issues on insurance.
- The GlobalSign Data Protection Policy on the protection of personal data
- The GlobalSign Certificate Policy that addresses the trust objectives for the domain of the GlobalSign top root.

A subscriber or relying party of a GlobalSign CA certificate must refer to the GlobalSign CPS in order to establish Trust in a certificate issued by the GlobalSign Root CA as well as for notices with regard to the prevailing practices thereof. It is also essential to establish the trustworthiness of the entire certificate chain of the GlobalSign certificate hierarchy, including the Top Root CA and operational roots, which can be established on the basis of the assertions of this CPS.

A full list of accreditation(s), and recognition of service is available upon request.

The exact names of the GlobalSign CA certificates that make use of this CPS are:

- GlobalSign Root CA\*
- GlobalSign Root CA R2\*
- GlobalSign Root CA R3\*

GlobalSign actively promotes the inclusion of these Roots into hardware and software platforms that are capable of supporting digital certificates and associated cryptographic services. Where possible, GlobalSign will seek to enter into a contractual agreement with platform providers to ensure effective GlobalSign CA Root certificate lifecycle management. However, GlobalSign also actively encourages platform providers at their own discretion to include GlobalSign CA Root certificates without contractual obligation.

In addition, the name of the GlobalSign CA certificate that also makes use of this CPS, but which is not actively promoted for inclusion into hardware and software platforms is:

• GlobalSign Trusted Platform Module Root CA\*

#### \* Collectively these are known as the GlobalSign CA Root

GlobalSign describe the policy and framework around the GlobalSign CA certificates, including its TrustedRoot service, in the GlobalSign Certificate Policy which is available on <a href="http://www.globalsign.com/repository">http://www.globalsign.com/repository</a>.

Digital certificates allow entities that participate in an electronic transaction to prove their identity towards other participants or sign data electronically. By means of a digital certificate, GlobalSign provides confirmation of the relationship between a named entity (subscriber) and its public key. The process to obtain a digital certificate includes the identification, naming, authentication and registration of the client as well as aspects of certificate management such as the issuance, revocation and expiration of the digital certificate. By means of this procedure to issue digital certificates, GlobalSign provides adequate and positive confirmation about the identity of the user

of a certificate and a positive link to the public key that such entity uses. GlobalSign makes available general-purpose digital certificates that can be used for non-repudiation, encryption and authentication. The use of these certificates can be further limited to a specific business or contractual context or transaction level in support of a warranty policy or other limitations imposed by the applications that certificates are used in.

This CPS is maintained by the GlobalSign CA, which is the Issuing Authority of certificates in the GlobalSign Public Key Infrastructure. In a certificate management environment based on Public Key Infrastructure (PKI), an Issuing Authority is the entity that manages a Trust hierarchy from which all end user certificates inherit Trust.

This CPS governs the issuance of certificates during the application period of the GlobalSign CA Root. An application period is, for example, the time during which a certain CA may issue GlobalSign CA certificates. The application period is indicated in the certificate issued to the appropriate Root by a hierarchically superior CA within the GlobalSign hierarchy.

This CPS is made available on-line in the Repository of the issuing CA under <u>http://www.globalsign.com/repository</u>.

The GlobalSign CA accepts comments regarding this CPS addressed to the address mentioned above in the Introduction of this document.

# **1.2 GlobalSign Certificate types**

This part describes the public GlobalSign products.

### 1.2.1 Personal Certificates

GlobalSign offers several types of certificates for use by individuals and organizations. These certificates may be used to provide authentication services, secure e-mail capabilities, inter organizational communications, access to personal financial information and to authenticate the subscriber in online Internet transactions. In all cases a licence is granted by GlobalSign to the subscriber to create a personal backup of both the certificate and associated private key pair for business continuity purposes. With the exception of a Department or Role based certificate type, no licence is granted to transfer or duplicate the certificate and associated key pair for any other purpose.

- **PersonalSign Demo and PersonalSign 1**: provides only an unambiguous e-mail address within the GlobalSign repository while GlobalSign performs no authentication of the identity of the applicant. PersonalSign Demo certificates are meant for test and demonstration purposes only and are valid for one month. PersonalSign 1 certificates can be used for low-value/low risk authentication purposes (in combination with other methods) and for email encryption. PersonalSign 1 certificates are valid for one, two or three years.
- **PersonalSign 2**: provides a limited identity authentication by requiring a signed copy of an identity element from the subscriber. These digital certificates can be used for most low-value/low risk commercial transactions like online purchases. They are valid for one, two or three years.
- **PersonalSign 2 Pro and DocumentSign**: provides limited identity authentication through an attestation of identity from the legal person identified within the certificate. Role based identity information may be incorporated into the subject of the certificate. These digital certificates can be used for most low-value/low risk commercial transactions like online purchases. They are valid for one, two or three years.
- **PersonalSign 3**: provides a high level of identity assurance by requiring that the applicant appear personally before a Registration Authority to prove its identity. These certificates can be used for high-value/high risk commercial transactions such as electronic banking. They are valid for one, two or three years.
- **PersonalSign 3 Pro**: provides a high level of identity assurance by requiring that the applicant appears in person before a GlobalSign Registration Authority to prove his/hers identity. PersonalSign 3 Pro certificates require professional context affiliation. These

certificates can be used for high-value/high risk commercial transactions such as electronic banking. They are valid for one, two or three years.

### **1.2.2 Server Certificates**

GlobalSign offers several types of certificates for servers/hardware which may be used for web based transactions. In all cases, a licence is granted by GlobalSign to the subscriber to create a backup of both the certificate and associated private key pair for business continuity purposes. No licence is granted to transfer or duplicate the certificate and associated key pair for any other purpose unless specifically indicated during the purchasing process by virtue of a suitable offer or promotion which may or may not be advertised on the appropriate GlobalSign web site:

- **OrganizationSSL**: OrganizationSSL is meant for entities that wish to verify their identity and participate in secure communication and transactions at the web-server level. By using Secure Socket Layer (SSL) technology these certificates are essential to web-based businesses engaging in commercial and financial transactions. The identity of the certificate-holder is fully authenticated by GlobalSign.
- **DomainSSL**: DomainSSL is meant for entities that wish to participate in secure communication and transactions at the web-server level. By using Secure Socket Layer (SSL) technology these certificates are essential to web-based businesses engaging in secured transactions. The identity of the certificate-holder is not authenticated by GlobalSign, only the ownership of the domain or the capability to use the domain as represented by the Domain Name System.
- ExtendedSSL: ExtendedSSL is meant for entities that wish to verify their identity and participate in secure communication and transactions at the web-server level. By using Secure Socket Layer (SSL) technology these certificates are essential to web-based businesses engaging in commercial and financial transactions. The identity of the certificate-holder is fully authenticated by GlobalSign in accordance with the CA/browser forum Guidelines for Extended Validation Certificates.

### 1.2.3 Object Publishing Certificates

GlobalSign offers one type of object publishing certificate. A licence is granted by GlobalSign to the subscriber to create a personal backup of both the certificate and associated private key pair for business continuity purposes. No licence is granted to transfer or duplicate the certificate and associated key pair for any other purpose.

GlobalSign Code Signing ensures the identity of an entity that distributes software or software objects such as applets on the Internet, and guarantees the integrity of the software being distributed utilizing for example Microsoft's Authenticode or Netscape's Code Signing standards or Sun's Java Keytools or Adobe's AIR. Code Signing assures relying parties of the integrity of an object and verifies the identity of the sender of a software object to ensure that the certified software object originates from a trusted source.

GlobalSign Code Signing certificates can be issued to individuals and to organizations. In both cases the identity of the certificate-holder is fully authenticated by GlobalSign.

### 1.2.4 Acceptable Subscriber Names

For publication in its certificates GlobalSign accepts subscriber names that are meaningful and can be authenticated as required for each product type or class.

### 1.2.4.1 Pseudonyms

For certain types of products GlobalSign may allow the use of pseudonyms. GlobalSign reserves the right to disclose the identity of the subscriber if required by law or a following a reasoned and legitimate request.

### 1.2.4.2 Role or Department

A role or department designation can be incorporated into a certificate. In this case GlobalSign may allow the use of a 'role' or 'department' names.

#### 1.2.5 Registration procedures

For all types of certificates GlobalSign reserves the right to update registration procedures and subscriber submitted data to improve the identification and registration process.

# 1.3 PersonalSign Demo and PersonalSign 1

### 1.3.1 General

- PersonalSign Demo and PersonalSign 1 certificates are issued to natural persons (individuals) only.
- PersonalSign Demo and PersonalSign 1 certificates confirm that a user's e-mail address forms an unambiguous subject name within the GlobalSign repository.
- PersonalSign Demo and PersonalSign 1 certificates are communicated electronically to subscribers..
- PersonalSign 1 certificates are typically used for Web browsing and personal E-mail, to establish continuity in the sequence of communications (providing assurances that follow-up communications are from the same user). They are not intended for commercial use where proof of identity is required and should not be relied upon for such uses.
- PersonalSign Demo certificates are intended for test purposes only.
- PersonalSign 1 certificates can be distributed as an introduction to digital certificates, for applications that do not require authentication of the communicating parties and for encryption of the e-mail communications.
- PersonalSign 1 certificates validity period is one, two or three years. PersonalSign Demo certificates validity period is 30 days.
- Although PersonalSign 1 certificates are not essentially technically different from other classes of GlobalSign personal certificates, the identity of the applicant cannot be warranted as there is no verification process,

### 1.3.2 Assurance level

PersonalSign 1 and PersonalSign Demo certificates do not facilitate the authentication of the identity of the subscriber as they merely represent a simple check of the non-ambiguity of the e-mail address within the GlobalSign repository.

The subscriber's E-mail address contained in a PersonalSign 1 or PersonalSign Demo certificate consists of non-verified subscriber information for the accuracy of which GlobalSign carries no responsibility.

### 1.3.3 Individuals

The procedure for a certificate request can be made as follows:

**On-line:** Via the Web (https). The certificate applicant submits an application via a secure on-line link according to a procedure provided by GlobalSign. Additional documentation in support of the application may be required. If required, the applicant submits to GlobalSign such additional documentation. Upon verification of documentation, GlobalSign issues the certificate and sends a notice to the applicant to the e-mail address from which the certificate application had originated. The applicant downloads and installs the certificate to its device. The applicant must notify GlobalSign of any inaccuracy or defect in a certificate promptly after receipt of the certificate.

**API:** The certificate applicant submits an appropriately formatted certificate request via an approved API (Application Programming Interface) to GlobalSign. Additional documentation in support of the application may be required. If necessary, the applicant submits to GlobalSign such additional documentation. Upon verification of documentation, GlobalSign either directly or via the API issues the certificate or sends the certificate to the e-mail address from which the

certificate application originated. The applicant must notify GlobalSign of any inaccuracy or defect in a certificate promptly after receipt of the certificate.

### 1.3.4 Content

Typical information published in a PersonalSign 1 or PersonalSign Demo certificate includes the following elements.

- Subscriber's e-mail address
- Subscriber's public key
- Issuing certification authority (GlobalSign):
- GlobalSign electronic signature
- GlobalSign's unique Policy OID for PersonalSign certificates
- Type of algorithm
- Validity period of the digital certificate
- Serial number of the digital certificate

### **1.3.5** Submitted documents to identify the applicant

No registration documents are necessary for PersonalSign 1 certificates.

### 1.3.6 Time to confirm submitted data

GlobalSign makes reasonable efforts to confirm certificate application information and issue a digital certificate within a reasonable time frame. For PersonalSign 1 or PersonalSign Demo, a verification time of 1 working day might be required.

### 1.3.7 Issuing procedure

The following steps describe the milestones to issue a PersonalSign 1 or PersonalSign Demo certificate:

- 1 The applicant fills out the online registration form, as part of the online request
- 2 The applicant accepts the online subscriber agreement
- 3 Either a key pair is generated on an applicant's device (e.g. computer, smart card device etc.) or the subscriber requests that GlobalSign generates a key pair on their behalf. In the latter case the application requires a strong password from the applicant to facilitate a secure delivery mechanism
- 4 The public key and online request are sent to GlobalSign.
- 5 GlobalSign verifies by checking copy of verification method and payment.
- 6 RA may positively verify the applicant.
- 7 GlobalSign may issue the certificate to the applicant.
- 8 If GlobalSign issues both the public certificate and the GlobalSign generated private key to the applicant, then it will be protected by the strong password provided by the applicant during the registration process.
- 9 Renewal: not allowed
- 10 Revocation: allowed but remains at GlobalSign's discretion

GlobalSign might apply variations of this procedure in order to meet service, standards or legal requirements.

### 1.3.8 Limited Warranty

GlobalSign accepts no liability and offers no insurance for issuing PersonalSign 1 or PersonalSign Demo certificates.

### 1.3.9 Relevant GlobalSign Legal Documents

The applicant must take notice and is bound by the following documents available on <a href="http://www.globalsign.com/repository">http://www.globalsign.com/repository</a> :

- 1 CPS
- 2 Subscriber Agreement
- 3 Data Protection Policy
- 4 Warranty Policy

# 1.4 PersonalSign 2

#### 1.4.1 General

- PersonalSign 2 certificates are intended for communications and transactions that require a minimum verification of the identity.
- PersonalSign 2 certificates can be distributed for communications and transactions with a low value and little risk, with a need to authenticate the communicating parties and encrypt the exchange of communications.
- PersonalSign 2 certificates validity period is between one and three years.
- PersonalSign 2 certificates are issued to natural persons (individuals) only.
- PersonalSign 2 applicant verification is undertaken by a registration authority by using a copy of an identity proof.
- PersonalSign 2 certificates are issued primarily for low value and low risk personal communications and purposes.
- Records retention period does not fulfil professional records requirements according to the Laws of Belgium.

### 1.4.2 Assurance Level

PersonalSign 2 certificates may provide reasonable, but not foolproof, assurance of a subscriber's identity, based on an automated on-line process that compares the applicant's name, address, and other personal information on the certificate application against a signed identity proof.

Although GlobalSign's PersonalSign 2 on-line identification process is a high level method of authenticating a certificate applicant's identity, it does not require the applicant's personal appearance before a Registration Authority.

### 1.4.3 Certificate Requests:

A certificate request can be done according to the following means:

**On-line:** Via the Web (https). The certificate applicant submits an application via a secure on-line link according to a procedure provided by GlobalSign. Additional documentation in support of the application may be required. The applicant submits to GlobalSign such additional documentation. Upon verification of identity, GlobalSign issues the certificate and sends a notice to the applicant's e-mail address from which the certificate application had originated. The applicant downloads and installs the certificate to its device. The applicant must notify GlobalSign of any inaccuracy or defect in a certificate promptly after receipt of the certificate.

**API:** The certificate applicant submits an appropriately formatted certificate request via an approved API (Application Programming Interface) to GlobalSign. Additional documentation in support of the application may be required. If necessary, the applicant submits to GlobalSign such additional documentation. Upon verification of identity, GlobalSign either directly or via the API issues the certificate or sends the certificate to the e-mail address from which the certificate application had originated. The certificate applicant must promptly notify GlobalSign of any inaccuracy or defect in a certificate.

### 1.4.4 Content

Typical information published in a PersonalSign 2 certificate includes the following elements:

- Subscriber's e-mail address
- Subscriber's name
- Applicant's public key
- Applicant's Country Code

- Issuing certification authority (GlobalSign):
- GlobalSign electronic signature
- GlobalSign's unique Policy OID for PersonalSign certificates
- Type of algorithm
- Validity period of the digital certificate
- Serial number of the digital certificate

### 1.4.5 Documents Submitted to Identify the Applicant

The applicant must submit to a GlobalSign Registration Authority either a signed copy of an identification document such as an identity card, driver's license, passport, or the applicant may authenticate the request through a proof of possession challenge-response. Any signature from the applicant must include the date of signing and a phrase 'I have read and approved the subscriber agreement' or similar wording.

### 1.4.6 Time to Confirm Submitted Data

GlobalSign makes reasonable efforts to confirm the certificate application information and issue a digital certificate within a reasonable time frame. For PersonalSign 2, a verification time of 1 - 3 working days might be required.

### 1.4.7 Issuing Procedure

The following steps describe the milestones in the procedure to issue a PersonalSign 2 certificate:

- 1 The applicant fills out the outline registration form: e-mail address, common name, country code, verification method and billing information as part of the online request.
- 2 The applicant accepts online the subscriber agreement.
- 3 Either a key pair is generated on an applicant's device (e.g. computer, smart card device etc.) or the subscriber requests that GlobalSign generates a key pair on their behalf. In the latter case the application requires a strong password from the applicant to facilitate a secure delivery mechanism
- 4 The public key and online request are sent to GlobalSign.
- 5 GlobalSign verifies by checking copy of verification method and payment.
- 6 RA may positively verify the applicant.
- 7 GlobalSign may issue the certificate to the applicant.
- 8 If GlobalSign issues both the public certificate and the GlobalSign generated private key to the applicant, then it will be protected by the strong password provided by the applicant during the registration process.
- 9 Renewal: allowed.
- 10 Revocation: allowed.

GlobalSign might apply variations of this procedure in order to meet service, standards or legal requirements.

#### 1.4.8 Limited Warranty

GlobalSign accepts liability up to 2500 EURO per incident caused by a false identity in a PersonalSign 2 certificate issued according to the CPS

#### 1.4.9 Relevant GlobalSign Documents

The applicant must take notice and is bound by the following documents available on http://www.globalsign.com/repository:

- 1 CPS
- 2 Subscriber Agreement
- 3 Data Protection Policy
- 4 Warranty Policy

# 1.5 PersonalSign 2 Pro and DocumentSign

This part describes the specific requirements for PersonalSign 2 Pro and DocumentSign certificates.

### 1.5.1 General

- PersonalSign 2 Pro and DocumentSign certificates are intended for certain communications and transactions that require a minimum verification of the identity of a subscriber within a professional context.
- PersonalSign 2 Pro and DocumentSign certificates can be distributed for communications and transactions with a low value and little risk with a need to authenticate the communicating parties and encrypt the exchanged communications.
- PersonalSign 2 Pro and DocumentSign certificates validity period is between one and three years.
- PersonalSign 2 Pro and DocumentSign certificates are issued to natural persons (individuals) within their professional context. A Registration Authority may incorporate role based identity information into the certificate.
- PersonalSign 2 Pro and DocumentSign subject identification is performed by a registration authority or via a local registration authority approved and authorized by the organization mentioned within the subject of the certificate.
- PersonalSign 2 Pro and DocumentSign certificates are typically used for intraorganizational and inter-organizational E-mail; small, "low-risk" transactions; personal/individual E-mail; password replacement; software validation; online purchases and on-line subscription services.
- Period retention for records and documentation is at least seven years after certificate issuance based on these documents ceases to be valid.
- DocumentSign certificates are also typically used to sign PDF documents.

### 1.5.2 Certificate Requests

A certificate request can be made by the following means:

**On-line:** Via the Web (https). The certificate applicant submits an application via a secure on-line link according to a procedure provided by GlobalSign. Additional documentation in support of the application may be required so that GlobalSign verifies the identity of the applicant. If required the applicant submits to GlobalSign such additional documentation. Upon verification of identity, GlobalSign issues the certificate and sends a notice to the applicant's e-mail address from which the certificate applicant must notify GlobalSign of any inaccuracy or defect in a certificate promptly after receipt of the certificate.

**API:** The certificate applicant submits an appropriately formatted certificate request via an approved API (Application Programming Interface) to GlobalSign. Additional documentation in support of the application may be required to verify the identity of the applicant. If necessary, the applicant submits to GlobalSign such additional documentation. Upon verification of identity, GlobalSign either directly or via the API issues the certificate or sends such certificate to the email address from which the certificate application originated. The certificate applicant must promptly notify GlobalSign of any inaccuracy or defect in the certificate.

In the case of a DocumentSign certificate the applicant downloads and installs the digital ID onto an approved cryptographic hardware module that a) meet or exceed FIPS 140-1 Level 2 standards or (b) for which the cryptographic hardware module manufacturer has applied for FIPS 140-1 Level 2 status within the previous year without receiving a notice of non-compliance or other communication indicating that such device fails to meet such standard (an "Approved Hardware Device"). GlobalSign shall restrict applicant's Cryptographic Service Provider to a 2048 key generation and FIPS 140-1 level 2 cryptographic devices. Applicant may have the option of requesting GlobalSign to generate a Public and Private Key Pair onto the Approved Hardware Device at GlobalSign's facilities and deliver the Approved Hardware Device containing the digital ID to the applicant.

## 1.5.3 Content

Typical content of information published in a PersonalSign 2 Pro or DocumentSign certificate includes the following elements:

- Subscriber's e-mail address or Departmental e-mail address
- Subscriber's name
- Where the subscriber's organization wishes to accept the responsibilities of being a Registration Authority, role based identity information may be incorporated into the certificate.
- Applicant's professional organization
- Applicant's public key
- Code of applicant's country
- Issuing certification authority (GlobalSign)
- GlobalSign electronic signature
- GlobalSign's unique Policy OID for PersonalSign certificates
- Type of algorithm
- Validity period of the digital certificate
- Serial number of the digital certificate

### 1.5.4 Documents Submitted to Identify the Applicant

In all cases, the applicant must either submit to a GlobalSign Registration Authority a signed registration form and a signed subscriber agreement or maintain a GlobalSign Certificate Centre Account which allows click through agreements to be presented and approved. In all cases a GlobalSign Registration Authority will validate the business existence and registration details through a source such as a Qualified Government Information Source or a Qualified Independent Information Source in order to verify the authenticity of the request.

In the case of a Role or Departmental name, the organizational approved Registration Authority takes on the responsibility to authenticate the role, and as such, may be required to provide confirmation of their employment relationship.

For self-employed applicants who work independently for an association or professional group, an extract of the register of commerce may be required in addition to the above-mentioned documents.

For self-employed applicants belonging to an association or professional group, an official document from the professional group and a membership card will be required in addition to the above-mentioned documents.

GlobalSign may require additional proof of identity in support of the verification of the applicant.

### **1.5.5** Time to Confirm Submitted Data

GlobalSign makes reasonable efforts to confirm certificate application information and issue a digital certificate within a reasonable time frame. For PersonalSign 2 Pro or DocumentSign products, a verification time of 1 - 5 working days might be required.

#### 1.5.6 Issuing Procedure

The issuing procedure for a PersonalSign 2 Pro or DocumentSign certificate is as follows:

- 1 The applicant submits online the required information: e-mail address, common name, organizational information, country code, verification method, billing information.
- 2 The applicant accepts the on line subscriber agreement.
- 3 Either a key pair is generated on an applicant's device (e.g. computer, smart card device etc.) or the subscriber requests that GlobalSign generates a key pair on their behalf. In the latter case the application requires a strong password from the applicant to facilitate a secure delivery mechanism.
- 4 The public key and the online request are sent to GlobalSign automatically

- 5 If required during the application process, the applicant must send to GlobalSign the requested information.
- 6 GlobalSign may positively verify the applicant.
- 7 GlobalSign may issue the certificate to the applicant.
- 8 If GlobalSign issues to the applicant both the public certificate and the GlobalSign generated private key, then it will be protected by the strong password provided by the applicant during the registration process.
- 9 Renewal: allowed.
- 10 Revocation: allowed.

GlobalSign might apply variations of this procedure in order to meet service, standards or legal requirements.

### 1.5.7 Limited Warranty

GlobalSign accepts liability up to 2500 EURO per damage caused by a false identity in a PersonalSign 2 Pro or DocumentSign certificate issued according to the CPS.

### 1.5.8 Relevant GlobalSign Documents

The applicant must take notice and is bound by the following documents available on <a href="http://www.globalsign.com/repository">www.globalsign.com/repository</a>

- 1 CPS
- 2 Subscriber Agreement
- 3 Data Protection Policy
- 4 Warranty Policy

# 1.6 PersonalSign 3

#### 1.6.1 General

- PersonalSign 3 certificates are intended for high value commercial transactions such as electronic banking and contract execution.
- PersonalSign 3 certificates offer a high level of identity assurance requiring personal presence before a registration authority.
- PersonalSign 3 certificates are issued to natural persons (individuals) without a professional context.
- PersonalSign 3 certificates validity period is between one and three years.
- PersonalSign 3 certificates are issued primarily for medium risk personal communications and usages.
- Records retention period does not fulfil professional records requirements according to the Laws of Belgium.

### 1.6.2 Certificate Requests

A certificate request can be made as follows:

**On-line:** Via the Web (https). The certificate applicant submits an application via a secure on-line link according to a procedure provided by GlobalSign. Additional documentation in support of the application may be required so that GlobalSign verifies the identity of the applicant. The applicant submits to GlobalSign such additional documentation. The applicant must appear in person in front of a GlobalSign RA or LRA. Upon verification of identity, GlobalSign issues the certificate and sends a notice to the applicant's e-mail address from which the certificate application had originated. The applicant downloads and installs the certificate to its device. The applicant must notify GlobalSign of any inaccuracy or defect in a certificate promptly after receipt of the certificate.

**API:** The certificate applicant submits an appropriately formatted certificate request via an approved API (Application Programming Interface) to GlobalSign. Additional documentation in support of the application may be required to verify the identity of the applicant. If necessary, the

applicant submits to GlobalSign such additional documentation. Upon verification of identity, GlobalSign either directly or via the API issues the certificate or sends such certificate to the email address from which the certificate application had originated. The certificate applicant must promptly notify GlobalSign of any inaccuracy or defect in a certificate.

### 1.6.3 Content

Typical content of information published on a PersonalSign 3 certificate includes the following elements:

- Subscriber's e-mail address
- Subscriber's name
- Applicant's public key
- Applicant's country code
- Issuing certification authority (GlobalSign)
- GlobalSign electronic signature
- GlobalSign's unique Policy OID for PersonalSign certificates
- Type of algorithm
- Validity period of the digital certificate
- Serial number of the digital certificate

### **1.6.4 Documents Submitted to Identify the Applicant**

In all cases, the applicant must submit in person to a GlobalSign Registration Authority a signed registration form, a signed subscriber agreement and a copy of identity proof.

GlobalSign may prescribe additional identification proof in support of the verification of the applicant's identity.

### 1.6.5 Time to Confirm Submitted Data

GlobalSign makes reasonable efforts to confirm certificate application information and issue a digital certificate within a reasonable time frame. For PersonalSign 3, a verification time of 1 - 5 working days might be required.

### **1.6.6 Issuing Procedure**

The issuance procedure for a PersonalSign 3 certificate is as follows:

- 1 The applicant submits online the required information: e-mail address, common name, country code, verification method, billing information.
- 2 The applicant accepts the online subscriber agreement.
- 3 Either a key pair is generated on an applicant's device (e.g. computer, smart card device etc.) or the subscriber requests that GlobalSign generates a key pair on their behalf. In the latter case the application requires a strong password from the applicant to facilitate a secure delivery mechanism.
- 4 The public key and the online request are sent to GlobalSign automatically
- 5 GlobalSign verifies the applicant's identity by personal appearance before a LRA or RA and checking identity elements of the applicant as well as payment.
- 6 RA may positively verify the applicant.
- 7 GlobalSign may issue the certificate to the applicant.
- 8 If GlobalSign issues both the public certificate and the GlobalSign generated private key to the applicant, then it will be protected by the strong password provided by the applicant during the registration process.
- 9 Renewal: allowed.
- 10 Revocation: allowed.

GlobalSign might apply variations of this procedure in order to meet service, standards or legal requirements.

### 1.6.7 Limited Warranty

GlobalSign accepts liability up to 37500 EURO per damage caused by a false identity in a PersonalSign 3 certificate issued within the terms of this CPS.

### 1.6.8 Relevant GlobalSign Documents

The applicant must take notice and is bound by the following documents available on <a href="http://www.globalsign.com/repository">www.globalsign.com/repository</a> :

- 1 CPS
- 2 Subscriber Agreement
- 3 Data Protection Policy
- 4 Warranty Policy

# 1.7 PersonalSign 3 Pro

### 1.7.1 General

- PersonalSign 3 Pro certificates are intended for high value commercial transactions such as electronic banking, e-government transactions, and contract execution.
- PersonalSign 3 Pro certificates offer a high level of identity assurance requiring personal presence before a registration authority.
- PersonalSign 3 Pro certificates are issued to natural persons (individuals) within their professional context only.
- PersonalSign 3 Pro certificates validity period is between one and three years.
- PersonalSign 3 Pro certificates are issued primarily for professional usages.
- Records retention period meets professional records requirements according to the Laws of Belgium.

### 1.7.2 Certificate Requests

A certificate request can be made as follows:

**On-line:** Via the Web (https). The certificate applicant submits an application via a secure on-line link according to a procedure provided by GlobalSign. Additional documentation in support of the application may be required so that GlobalSign verifies the identity of the applicant. The applicant submits to GlobalSign such additional documentation. The applicant must in person appear in front of a GlobalSign RA or LRA. Upon verification of identity, GlobalSign issues the certificate and sends a notice to the applicant's e-mail address from which the certificate application had originated. The applicant downloads and installs the certificate to its device. The applicant must notify GlobalSign of any inaccuracy or defect in a certificate promptly after receipt of the certificate.

**API:** The certificate applicant submits an appropriately formatted certificate request via an approved API (Application Programming Interface) to GlobalSign. Additional documentation in support of the application may be required to verify the identity of the applicant. If necessary, the applicant submits to GlobalSign such additional documentation. Upon verification of identity, GlobalSign either directly or via the API issues the certificate or sends such certificate to the email address from which the certificate application had originated. The certificate applicant must promptly notify GlobalSign of any inaccuracy or defect in a certificate.

### 1.7.3 Content

Typical content of information published on a PersonalSign 3 Pro certificate includes the following elements:

- Applicant's e-mail address
- Applicant's name
- Applicant's public key
- Applicant's professional organization or affiliation
- Applicant's country code

- Issuing certification authority (GlobalSign)
- GlobalSign electronic signature
- GlobalSign's unique Policy OID for PersonalSign certificates
- Type of algorithm
- Validity period of the digital certificate
- Serial number of the digital certificate

### 1.7.4 Documents Submitted to Identify the Applicant

In all cases, the applicant must in person submit to a GlobalSign Registration Authority a signed registration form, a signed subscriber agreement and the articles of association or proof of professional context and a copy of identity proof.

For an employee it is required to submit the articles of association of its employer and confirmation by a legal representative of such organization.

For a self-employed person that works independently for an association or professional group, an extract of the register of commerce is required in addition to the above-mentioned documents.

For self-employed persons belonging to an association or professional group, an official document from the professional group and a membership card is required in addition to the above-mentioned documents.

GlobalSign may require additional identification proof in support of the verification of the applicant.

### **1.7.5** Time to Confirm Submitted Data

GlobalSign makes reasonable efforts to confirm certificate application information and issue a digital certificate within a reasonable time frame. For PersonalSign 3 Pro, a verification time of 1 - 5 working days might be required.

### 1.7.6 Issuing Procedure

The following steps describe the milestones in the issuance of a PersonalSign 3 Pro certificate:

- 1 The applicant submits online the required information: e-mail address, common name, organizational information, country code, verification method, billing information.
- 2 The applicant accepts the on line subscriber agreement.
- 3 Either a key pair is generated on an applicant's device (e.g. computer, smart card device etc.) or the subscriber requests that GlobalSign generates a key pair on their behalf. In the latter case the application requires a strong password from the applicant to facilitate a secure delivery mechanism.
- 4 The public key and the online request are sent to GlobalSign automatically
- 5 GlobalSign verifies by personal appearance before a LRA or RA and checking articles of association, proof of professional context and payment. Personal presence may occur prior to the time of the application.
- 6 GlobalSign may positively verify the applicant.
- 7 GlobalSign may issue the certificate to the applicant.
- 8 If GlobalSign issues both the public certificate and the GlobalSign generated private key to the applicant, then it will be protected by the strong password provided by the applicant during the registration process.
- 9 Renewal: allowed.
- 10 Revocation: allowed.

GlobalSign might apply variations of this procedure in order to meet service, standards or legal requirements.

### 1.7.7 Limited Warranty

GlobalSign accepts liability up to 37500 EURO per damage caused by a false identity in a PersonalSign 3 Pro certificate issued according to the CPS.

### 1.7.8 Relevant GlobalSign Documents

The applicant must take notice and is bound by the following documents available on <a href="http://www.globalsign.com/repository">www.globalsign.com/repository</a> :

- 1 CPS
- 2 Subscriber Agreement
- 3 Data Protection Policy
- 4 Warranty Policy

# 1.8 OrganizationSSL

#### 1.8.1 General

OrganizationSSL certificates are meant for secure communication with for example a web-site through an SSL or TLS link. OrganizationalSSL certificates may also be used to secure Intranet Servers and Unified Communications Servers. Any non-publically resolvable domain names, server names or IP addresses may be incorporated within the Subject or within the Subject Alternative Name extension of the certificate.

The applicant is an organization that has an Internet Server such as a website. OrganizationSSL certificates are used to assure the Internet Server's identity to the visitor and to assure confidential communication with the Internet Server.

OrganizationSSL certificates validity period is between one and five years according to the choice of the applicant.

OrganizationSSL certificates are issued to legal persons and self employed professionals registered with a professional organization.

The period retention for records meets professional records requirements of the Laws of Belgium.

### **1.8.2 Certificate Requests**

A certificate request can be made in the following ways:

**On-line:** Via the Web (https). The certificate applicant submits an application via a secure on-line link following a procedure provided by GlobalSign. Additional documentation in support of the application may be required so that GlobalSign verifies the identity of the applicant. The applicant submits to GlobalSign issues the certificate and sends a notice to the applicant. The applicant downloads and installs the certificate on the server. The applicant must notify GlobalSign of any inaccuracy or defect in a certificate promptly after receipt of the certificate or earlier notice of information to be included in the certificate.

**API:** The certificate applicant submits an appropriately formatted certificate request via an approved API (Application Programming Interface) to GlobalSign. Additional documentation in support of the application may be required to verify the identity of the applicant. If necessary, the applicant submits to GlobalSign such additional documentation. Upon verification of identity, GlobalSign either directly or via the API issues the certificate or sends such certificate to the e-mail address from which the certificate application had originated. The certificate applicant must promptly notify GlobalSign of any inaccuracy or defect in a certificate.

### 1.8.3 Content

Typical information published on an OrganizationSSL certificate includes the following elements

• Applicant's domain name and/or host name or Public or non Public IP address

- Applicant's name of organization
- Optional Subject Alternative Name entries which may detail hostnames, IP addresses or additional domains owned or controlled by the Applicant.
- Applicant's public key
- Code of applicant's country
- Issuing certification authority (GlobalSign)
- GlobalSign electronic signature
- GlobalSign's unique Policy OID for OrganizationSSL certificates
- Type of algorithm
- Organizational Unit (OU) (Non Verified)
- Validity period of the digital certificate
- Serial number of the digital certificate

#### **1.8.4 Documents Submitted to Identify the Applicant**

In all cases, the applicant must either submit to a GlobalSign Registration Authority a signed registration form or maintain a GlobalSign Certificate Centre Account allowing click through agreements to be presented and approved. In all cases a GlobalSign Registration Authority will validate the business existence and registration details via a source such as a Qualified Government Information Source or a Qualified Independent Information Source in order to verify the authenticity of the request.

#### **1.8.5** Time to Confirm Submitted Data

GlobalSign makes reasonable efforts to confirm certificate application information and issue a digital certificate within a reasonable time frame. For OrganizationSSL, a verification time of 1 - 5 working days might be required.

#### 1.8.6 Issuing Procedure

The issuing procedure for an OrganizationSSL certificate is as follows:

- 1 The Applicant creates a Certificate Signing Request (CSR) and a key pair using appropriate server software or the Applicant requests GlobalSign to generate the key pair on its behalf. In the latter case GlobalSign requires a strong password from the applicant to facilitate a secure delivery mechanism.
- 2 The Applicant follows the on line registration procedure.
- 3 The Applicant submits the required information including organizational information, technical contact, server information, payment information. Optional Subject Alternative Names will be submitted as well.
- 4 The Applicant accepts the on line subscriber agreement.
- 5 Data is sent together with the certificate request to GlobalSign automatically.
- 6 GlobalSign verifies the submitted information by checking organizational, payment and any other information as it sees fit. This may also include checks in third party databases or resources, against standard bodies such as the Internet Engineering Task Force (IETF) or the Internet Corporation for Assigned Names and Numbers (ICANN), and independent verification through telephone.
- 7 GlobalSign may positively verify the Applicant.
- 8 GlobalSign may issue the certificate to the Applicant.
- 9 If GlobalSign issues both the public certificate and the GlobalSign generated private key to the applicant, then it will do so in a secure manner protected by the strong password provided by the applicant during the registration process. GlobalSign will then delete all instances of the Applicant's private key.
- 10 Renewal: allowed
- 11 Revocation: allowed
- 12 Reissue: allowed. (Subject Alternative Names might be removed or added in a reissued certificate.)

GlobalSign might apply variations of this procedure in order to meet service, standards or legal requirements.

### 1.8.7 Limited Warranty

GlobalSign accepts liability up to 100,000 EURO per loss due to a false identity in a certificate issued following this CPS with the exception of Certificates for intranet use. GlobalSign disclaims any and all warranties (including name verification) for Unified Communications Certificates and other Certificates issued to intranets (e.g. where a non-public or non-standard Top Level Domain is used or where they are addressed to IP space allocated as private by RFC1918), which are not intended to be relied upon by the general public.

### 1.8.8 Relevant GlobalSign Documents

The applicant must take notice and is bound by the following documents available on <u>www.globalsign.com/repository</u>:

- 1 CPS
- 2 Subscriber Agreement
- 3 Data Protection Policy
- 4 Warranty Policy

# 1.9 DomainSSL

#### 1.9.1 General

DomainSSL certificates are meant for secure communication with for example a web-site through an SSL or TLS link. DomainSSL certificates may also be used to secure Intranet Servers or Unified Communications Servers, however, any non-publically resolvable domain names, server names or IP addresses may only be incorporated as a Subject Alternative Name extension.

The applicant is an individual or organization that has an Internet Server such as a website. DomainSSL certificates are used to assure a confidential communication with the Internet Server.

DomainSSL certificates validity period is between one and five years.

DomainSSL certificates are issued to entities and individuals who own a domain name, or have the right to request a DomainSSL for a specific domain.

The period retention for records does not fulfils professional records requirements of the Laws of the Belgium.

### 1.9.2 Certificate Request

A certificate request can be made in the following ways:

**On-line**, via the Web (https). The certificate applicant submits an application via a secure on-line link following a procedure provided by GlobalSign. Additional documentation in support of the application may be required so that GlobalSign verifies that the domain name belongs to the applicant, or that the applicant is authorized to request a certificate for that domain name. The applicant submits to GlobalSign the additional documentation. Upon verification of ownership or right to use of the domain name, GlobalSign issues the certificate and sends a notice to the applicant. The applicant downloads and installs the certificate on the server. The applicant must notify GlobalSign of any inaccuracy or defect in a certificate promptly after receipt of the certificate or earlier notice of information to be included in the certificate.

**API:** The certificate applicant submits an appropriately formatted certificate request via an approved API (Application Programming Interface) to GlobalSign. Additional documentation in support of the application may be required to verify the identity of the applicant. If necessary, the applicant submits to GlobalSign such additional documentation. Upon verification of identity, GlobalSign either directly or via the API issues the certificate or sends such certificate to the e-mail address from which the certificate application had originated. The certificate applicant must promptly notify GlobalSign of any inaccuracy or defect in a certificate or earlier notice of the information to be included in the certificate.

## 1.9.3 Content

Typical information published in a DomainSSL certificate includes the following elements

- Applicant's domain name
- Applicant's public key
- Applicant's country code (Non Verified)
- Issuing certification authority (GlobalSign CA)
- GlobalSign electronic signature
- GlobalSign's unique Policy OID for DomainSSL certificates
- Type of algorithm
- Validity period of the digital certificate
- Serial number of the digital certificate
- Optional Subject Alternative Name entries which may detail hostnames, IP addresses or additional domains owned or controlled by the Applicant.

# 1.9.4 Information Submitted to verify ownership or right to use of the Domain name or IP Address

The applicant must provide contact details to GlobalSign and underwrite those by a click-through process. GlobalSign has the right to request a signed registration form or a signed subscriber agreement. GlobalSign has the right to request proof of the ownership of any of the domain names or IP addresses in the certificate (including those incorporated as Subject Alternative Names) or can ask the owner of the domain name to validate the request of the applicant. GlobalSign will not verify the country code within the certificate request.

### **1.9.5** Time to Confirm Submitted Data

GlobalSign makes reasonable efforts to confirm certificate application information and issue a digital certificate within a reasonable time frame. For DomainSSL, a verification time of 1 - 3 working days might be required.

### 1.9.6 Issuing Procedure

The issuing procedure for a DomainSSL certificate is as follows:

- 1 The Applicant creates a Certificate Signing Request (CSR) and a key pair using appropriate server software or the Applicant requests GlobalSign to generate the key pair on its behalf. In the latter case GlobalSign requires a strong password from the applicant to facilitate a secure delivery mechanism.
- 2 The applicant follows the on line registration procedure.
- 3 The applicant submits the required information including technical contact, server information and if required payment information. Optional Subject Alternative Names will be submitted as well.
- 4 The applicant accepts by click-through the on line subscriber agreement.
- 5 Data is sent with certificate request to GlobalSign automatically.
- 6 GlobalSign verifies the submitted information by checking domain ownership or domain right to use and any other information as it sees fit. This may also include checks in third party databases or resources, against standard bodies such as the Internet Engineering Task Force (IETF) or the Internet Corporation for Assigned Names and Numbers (ICANN), and independent verification through telephone.
- 7 GlobalSign may positively verify the applicant.
- 8 GlobalSign may issue the certificate to the applicant.
- 9 If GlobalSign issues both the public certificate and the GlobalSign generated private key to the applicant, then it will do so in a secure manner protected by the strong password provided by the applicant during the registration process. GlobalSign will then delete all instances of the Applicant's private key.
- 10 Renewal: allowed
- 11 Revocation: allowed

12 Reissue: allowed. Subject Alternative Names might be removed or added in a reissued certificate.

GlobalSign might apply variations of this procedure in order to meet service, standards or legal requirements.

### 1.9.7 Limited Warranty

GlobalSign accepts liability of up to 10,000 EURO per loss due to a false domain name (lack of ownership or lack of right to use domain) in a certificate issued following this CPS with the exception of Certificates for intranet use. GlobalSign disclaims any and all warranties (including name verification) for Unified Communications Certificates and other Certificates issued to intranets (e.g. where a non-public or non-standard Top Level Domain is used or where they are addressed to IP space allocated as private by RFC1918), which are not intended to be relied upon by the general public.

### 1.9.8 Relevant Globalsign Documents

The applicant must take notice and is bound by the following documents available on <u>www.globalsign.com/repository</u>:

- 1 CPS
- 2 Subscriber Agreement
- 3 Data Protection Policy
- 4 Warranty Policy

## 1.10 ExtendedSSL

#### 1.10.1 General

ExtendedSSL certificates are used to assure the Internet Server's identity to the visitor and to assure a confidential communication with the Internet Server through an SSL or TLS link.

ExtendedSSL certificates validity period is between one year and 27 months.

#### 1.10.1.1 Extended Validation Certificates

ExtendedSSL certificates are issued under the minimum requirements described in the Guidelines for Extended Validation certificates. A Certificate Authority (CA) must meet such requirements in order to issue Extended Validation Certificates ("EV Certificates").

Organization information from valid EV Certificates may be displayed in a special manner by certain software applications (e.g., browser software) in order to provide users with a trustworthy confirmation of the identity of the entity that controls the website they are accessing.

#### 1.10.1.2 Guidelines for Extended Validation Certificates

The Guidelines address basic issues relating to the verification of information regarding Subjects named in EV Certificates and certain related matters.

The <u>Guidelines</u> for Extended Validation Certificates (or EV guidelines) are an integral part of the present Certification Practice Statement and are incorporated by reference herein.

Questions on the Guidelines for Extended Validation Certificates may be directed to the CA/Browser Forum at <u>questions@cabforum.org</u>.

#### 1.10.1.3 Extended Validation Guidelines Compliance

ExtendedSSL certificates related sections and, if applicable, other sections of this CPS reflect the Guidelines for EV certificates requirements.

ExtendedSSL issuance and management practices comply with the current version of the said Guidelines.

In the event of any inconsistencies between the ExtendedSSL related provisions of this document and the Guidelines for Extended Validation Certificates, the Guidelines for Extended Validation Certificates take precedence over this document.

#### 1.10.1.4 ExtendedSSL Subjects

ExtendedSSL certificates may be issued to private organizations, government entities, Business Entities and International Organizations, provided they are either duly incorporated in the jurisdiction of incorporation where GlobalSign acts as a CA, or the principle individuals and the legal existence of the business have been verified in accordance to the guidelines incorporated into this document by reference.

GlobalSign may not issue ExtendedSSL certificates to individuals (natural persons).

The period retention for records fulfils professional records requirements of the Laws of the United States.

#### 1.10.1.5 ExtendedSSL Issuance Specific Roles

The following applicant roles are required for the issuance of an ExtendedSSL Certificate

The Certificate Requester is an applicant's employee, or an authorized agent who has express authority to represent the applicant or a third party (such as an ISP or hosting company), who is responsible for completing and submitting a GlobalSign Extended certificate request on behalf of the applicant.

The Certificate Approver is responsible for approving the certificate request. He is an applicant's employee, or an authorized agent who has express authority to represent the Applicant to (i) act as a Certificate Requester and to authorize other employees or third parties to act as a Certificate Requester, and (ii) to approve ExtendedSSL Certificate Requests submitted by other Certificate Requesters.

The Contract Signer is responsible for signing the Subscriber Agreement applicable to the requested ExtendedSSL Certificate. He is an applicant's employee, or an authorized agent who has express authority to represent the Applicant who has authority on behalf of the Applicant to sign Subscriber Agreements on behalf of the Applicant.

One person, whether an Applicant's employee or an authorized agent, may be authorized by the applicant to fill one, two, or all three of these roles, as the case may be.

An applicant may also authorize more than one person to fill each of these roles.

### 1.10.2 Certificate Requests

A certificate request can be made in the following ways:

**On-line:** Via the Web (https) Prior to the issuance of an ExtendedSSL certificate. GlobalSign must obtain from the applicant (via a certificate Requester authorized to act on applicant's behalf) a properly signed ExtendedSSL certificate request that includes a certification by or on behalf of the applicant that all of the information contained therein is true and correct. The certificate applicant submits the certificate request via a secure on-line link following a procedure provided by GlobalSign. Additional documentation in support of the application may be required so that GlobalSign verifies the identity of the applicant. The applicant submits to GlobalSign the additional documentation. Upon verification of identity and other elements, GlobalSign issues the certificate and sends a notice to the applicant. The applicant downloads and installs the certificate on the server. The applicant must notify GlobalSign of any inaccuracy or defect in a certificate promptly after receipt of the certificate.

**API:** The certificate applicant submits an appropriately formatted certificate request via an approved API (Application Programming Interface) to GlobalSign. Prior to the issuance of an ExtendedSSL certificate, GlobalSign must obtain from the applicant (via a certificate Requester authorized to act on applicant's behalf) a properly signed ExtendedSSL certificate request that includes a certification by or on behalf of the applicant that all of the information contained therein is true and correct. Additional documentation in support of the applicant may be required to verify the identity of the applicant. If necessary, the applicant submits to GlobalSign either directly or via the API issues the certificate or sends such certificate to the e-mail address from which the certificate application had originated. The certificate applicant must promptly notify GlobalSign of any inaccuracy or defect in a certificate.

### 1.10.3 Content

Typical information published in an ExtendedSSL certificate MAY include the following elements

- Applicant's organization Name
- Applicant's Domain Name
- Jurisdiction of Incorporation
- Registration Number or Date of Registration (Incorporation)
- Business Category as defined in section 6(a)(3) of the EV guidelines
- Physical Address of Place of Business (City, State, Country)
- Applicant's public key
- Code of applicant's country
- Issuing certification authority (GlobalSign CA)
- GlobalSign electronic signature
- GlobalSign's unique Policy OID for ExtendedSSL certificates
- Type of algorithm
- Organizational Unit (OU) (Non Verified)
- Validity period of the digital certificate
- Serial number of the digital certificate
- Optional Subject Alternative Name entries which may detail additional domains owned or controlled by the Applicant.

### **1.10.4 Information Submitted to Identify the Applicant**

The certificate request must contain complete and accurate data WHEN relating to the following:

- organization Name (formal legal organization name)
- Assumed Name (optional)
- Domain Name
- An optional Subject Alternative Name entry which may detail additional domains owned or controlled by the Applicant.
- Jurisdiction of Incorporation (city, state, province, country)
- Incorporating Agency (name)
- Registration Number (assigned by the incorporating agency) or date of incorporation if no number is allocated by the incorporating agency
- Business Category as defined in section 6(a)(3) of the EV guidelines
- Applicant Address (including phone number)
- Certificate Approver (name and contact information)
- Certificate Requester (name and contact information)

### 1.10.5 Data Verification

As to data verification, GlobalSign ensures that the following Subject organization information has been submitted by the applicant and shall be verified by the CA in accordance with the EV Guidelines (Sections 14 through 25) by taking all verification steps reasonably necessary:

- 1 Applicant's existence and identity, including where applicable:
- (a) Applicant's legal existence and identity (as established with an Incorporating Agency),
- (b) Applicant's physical existence (business presence at a physical address), and
- (c) Applicant's operational existence (business activity) and where applicable to the Business Category type,
- (d) The principle individual(s)
- 2 Applicant's exclusive control of the domain name and applicable Subject Alternative Name domains to be included in certificate;
- 3 Applicant's authorization for the ExtendedSSL certificate, including;
  - (a) Contract Signer, certificate Approver and certificate Requester name, title, and authority
  - (b) Subscriber Agreement signing by Contract Signer
  - (c) Approval by the certificate Approver of the certificate Request.

In this regard, GlobalSign acknowledges that a satisfactory data verification process requires an appropriate assessment of the legal and administrative practices that are applicable in the applicant's jurisdiction. GlobalSign shall consequently take all reasonable steps to conform to these said practices.

In all cases, GlobalSign is responsible for taking any additional verification steps that may be reasonably necessary under the circumstances to satisfy the EV Guidelines Verification Requirement (e.g. Verification through verified Legal Opinion, verified Accountant letter, or other Qualified Independent Information Sources or Qualified Government Information source).

In addition, GlobalSign shall take reasonable steps to identify Applicants likely to be at a high risk of being targeted for fraudulent attacks (phishing and other fraudulent schemes), and conduct such additional verification activity and take such additional precautions as are reasonably necessary to ensure that such Applicants are properly verified under the EV Guidelines.

#### 1.10.5.1 Data Validation Dual Role

After all of the verification processes and procedures are completed, GlobalSign reviews all of the information and documentation assembled in support of the ExtendedSSL certificate and looks for discrepancies or other details requiring further explanation.

GlobalSign assigns such review to a person (Validation Specialist) who is not responsible for the collection of information.

GlobalSign enforces control procedures for the separation of validation duties to ensure that no one person can single-handedly validate and authorize the issuance of an ExtendedSSL certificates.

GlobalSign ensures that the Validation Specialists pass an internal examination and qualify for each skill level required by the corresponding validation task before granting privilege to perform said task

GlobalSign provides Validation Specialists with skills training that covers basic PKI knowledge, authentication and verification policies and procedures and common threats to the validation process including phishing and other social engineering tactics.

### 1.10.5.2 Time to Confirm Submitted Data

GlobalSign makes reasonable efforts to confirm certificate application information and issue a digital certificate within a reasonable time frame. For ExtendedSSL, a verification time of 1 - 10 working days might be required.

### 1.10.5.3 Data Validity

The maximum validity period for validated data that can be used to support issuance of an ExtendedSSL certificate (before revalidation is required) is one year.

#### 1.10.5.4 Issuance Prohibition

GlobalSign shall not issue any ExtendedSSL Certificate to the Applicant if either the Applicant, the Contract Signer, or Certificate Approver or if the Applicant's Jurisdiction of Incorporation or Place of Business is identified on any government denied list, list of prohibited persons, list of prohibited countries, or other list that prohibits doing business with such organization or person under the laws of the country of the CA's jurisdiction(s) of operation.

### 1.10.6 Issuing Procedure

The issuing procedure for an ExtendedSSL certificate is as follows:

- 1 The Certificate Requester acting on behalf of the applicant follows the on line and off line registration procedure.
- 2 The Certificate Requester gathers the required information as specified under 1.10.4 of this CPS including but not limited to technical contact, server information, and payment information.
- 3 The Contract Requester ensures that the subscriber agreement is signed by the Contract Signer on behalf of the applicant.
- 4 The Contract Requester ensures that the certificate request is properly filled out.
- 5 The Certificate Requester sends both the subscriber agreement and the certificate request to GlobalSign on behalf of the applicant.
- 6 GlobalSign ensures that the Certificate Approver approves the certificate request submission on behalf of the applicant.
- 7 GlobalSign verifies the submitted information as specified under 1.10.5 of this CPS and the related provisions of the EV Guidelines incorporated by reference herein.
- 8 The Applicant creates a Certificate Signing Request (CSR) and a key pair using appropriate server software or the Applicant requests GlobalSign to generate the key pair on its behalf. In the latter case the application requires a strong password from the applicant to facilitate a secure delivery mechanism.
- 9 GlobalSign may issue the certificate to the applicant.
- 10 If GlobalSign issues both the public certificate and the GlobalSign generated private key to the applicant, then it will do so in a secure manner protected by the strong password provided by the applicant during the registration process. GlobalSign will then delete all instances of the Applicant's private key.
- 11 GlobalSign may publish the issued certificate in an online database
- 12 Renewal: allowed
- 13 Revocation: allowed
- 14 Reissue: not allowed

GlobalSign might apply variations of this procedure in order to meet service, standards or legal requirements.

#### 1.10.7 Limited Warranty

#### 1.10.7.1 Subscribers and Relying Parties

In cases where GlobalSign has issued and managed the ExtendedSSL certificate in compliance with these Guidelines, GlobalSign shall not be liable to the ExtendedSSL certificate beneficiaries or any other third parties for any losses suffered as a result of use or reliance on such certificate beyond those specified in this CPS. Refer to 9.8.1 for ExtendedSSL Warranty.

#### 1.10.7.2 Indemnification of Application Software Vendors

Notwithstanding any limitations on its liability to Subscribers and Relying Parties, GlobalSign acknowledges that the Application Software Vendors who has a root certificate distribution agreement in place do not assume any obligation or potential liability of GlobalSign under these Guidelines or that otherwise might exist because of the issuance or maintenance of ExtendedSSL certificates or reliance thereon by Relying Parties or others.

Thus, GlobalSign shall defend, indemnify, and hold harmless each Application Software Vendor for any and all claims, damages, and losses suffered by such Application Software Vendor related to an ExtendedSSL Certificate, regardless of the cause of action or legal theory involved. This shall not apply, however, to any claim, damages, or loss suffered by such Application Software Vendor related to an ExtendedSSL certificate issued by GlobalSign where such claim, damage, or loss was directly caused by such Application Software Vendor's software displaying as not trustworthy an ExtendedSSL certificate that is still valid, or displaying as trustworthy: (1) a an ExtendedSSL certificate that has expired, or (2) an ExtendedSSL certificate that has been revoked (but only in cases where the revocation status is currently available from the CA online, and the browser software either failed to check such status or ignored an indication of revoked status).

#### 1.10.7.3 Root CA Indemnification

In cases where the Subordinate CA and the Root CA are different legal entities and the Root CA specifically enables the Subordinate CA to issue ExtendedSSL Subscriber Certificates, the Root CA shall also be responsible for the performance and warranties of the Subordinate CA, for the Subordinate CA's compliance with the EV Guidelines, and for all liabilities and indemnification obligations of the Subordinate CA under the EV Guidelines, as if the Root CA was the Subordinate CA issuing the ExtendedSSL Certificates.

However, this Section shall not apply to cases where a Root CA, Root CA "A", from a different legal entity, cross-certifies Root CA "B" to enable certificates issued by "B" to be trusted in older, non-EV enabled browsers. The cross certificate issued by "A" to "B" does not enable EV according to these guidelines. Certificates issued by "B" are EV enabled only when an EV enabled browser can build a certificate chain to the root certificate of "B".

#### 1.10.8 Insurance Plan

As to ExtendedSSL Certificates, GlobalSign maintains an appropriate insurance related to its respective performance and obligations under this CPS and the EV Guidelines.

#### 1.10.9 Relevant GlobalSign Documents

The applicant must take notice and is bound by the following documents available on <u>www.globalsign.com/repository</u>:

- 1 CPS
- 2 Subscriber Agreement
- 3 Data Protection Policy
- 4 CA/Browser Forum Guidelines for Extended Validation Certificates
- 5 Warranty Policy

# 1.11 Code Signing

#### 1.11.1 General

Code Signing certificates are used for the signing of software objects, such as software packages or applets.

Code Signing certificates validity period is between one and three years.

Code Signing certificates are issued to natural persons, legal persons and self-employed professionals. For self-employed persons belonging to an association or professional group, an official document from the professional group and membership card may be required.

GlobalSign may require additional identification proof in support of the verification of the applicant.

The period retention for records meets professional records requirements according to the Laws of Belgium.

### 1.11.2 Certificate Requests

A certificate request can be done according to the following means:

**On-line:** Via the Web (https). The certificate applicant submits an application via a secure on-line link according to a procedure provided by GlobalSign. Additional documentation in support of the application may be required so that GlobalSign can verify the identity of the applicant. The applicant submits to GlobalSign such additional documentation. Upon verification of identity, GlobalSign issues the certificate and sends a notice to the applicant. The applicant downloads and installs the certificate to its device. The applicant must notify GlobalSign of any inaccuracy or defect in a certificate promptly after receipt of the certificate.

**API:** The certificate applicant submits an appropriately formatted certificate request via an approved API (Application Programming Interface) to GlobalSign. Additional documentation in support of the application may be required to verify the identity of the applicant. If necessary, the applicant submits to GlobalSign such additional documentation. Upon verification of identity, GlobalSign either directly or via the API issues the certificate or sends such certificate to the e-mail address from which the certificate application had originated. The certificate applicant must promptly notify GlobalSign or the Registration Authority of any inaccuracy or defect in a certificate.

### 1.11.3 Content

Typical information published on a Code Signing certificate includes the following elements:

- Applicant's e-mail address
- Applicant's organization name for legal persons, or in the case of natural persons, the full legal name.
- Applicant's public key
- Applicants country code
- Issuing certification authority (GlobalSign)
- GlobalSign electronic signature
- GlobalSign's unique Policy OID for Code Signing certificates
- Type of algorithm
- Validity period of the digital certificate
- Serial number of the digital certificate

### 1.11.4 Documents Submitted to Identify the Applicant

In all cases, the applicant must either submit to a GlobalSign Registration Authority a signed registration form or maintain a GlobalSign Certificate Centre Account allowing click through agreements to be presented and approved. For legal persons, a GlobalSign Registration Authority will validate the business existence and registration details via a source such as a Qualified Government Information Source or a Qualified Independent Information Source in order to verify the authenticity of the request. In the case of a natural person, the applicant must submit to a GlobalSign Registration Authority a signed copy of an identification document such as an identity card, driver's license or passport. In addition, third party independent verification checks may be performed.

#### 1.11.5 Time to Confirm Submitted Data

GlobalSign makes reasonable efforts to confirm certificate application information and issue a digital certificate within a reasonable time frame. For Code Signing verification might require 1 to 5 working days.

### 1.11.6 Issuing Procedure

The issuing procedure for an Code Signing certificate is as follows:

- 1 The applicant fills out online the registration form: e-mail address, organizational information if appropriate, common name, country code, payment info
- 2 The applicant accepts the online subscriber agreement
- 3 Either a key pair is generated on an applicant's device (e.g. computer, smart card device etc.) or the subscriber requests that GlobalSign generates a key pair on their behalf. In the latter case GlobalSign requires a strong password from the applicant to facilitate a secure delivery mechanism.
- 4 The public key and online request are sent to GlobalSign automatically
- 5 GlobalSign verifies the submitted information by checking organizational, payment and any other information as it sees fit utilising. This may also include checks in third party databases or alternative resources and independent verification through telephone.
- 6 GlobalSign may positively verify the applicant.
- 7 If GlobalSign issues both the public certificate and the GlobalSign generated private key to the applicant, then it will be protected by the strong password provided by the applicant during the registration process.
- 8 GlobalSign may issue the certificate to the applicant.
- 9 Renewal: allowed
- 10 Revocation: allowed

GlobalSign might apply variations of this procedure in order to meet service, standards or legal requirements.

### 1.11.7 Limited Warranty

GlobalSign accepts liability up to a maximum of 37500 EURO per loss due to a false identity in a Code Signing certificate issued within the terms of the CPS.

### 1.11.8 Relevant GlobalSign Legal Documents

The applicant must take notice and is bound by the following documents available on <u>www.globalsign.com/repository</u>:

- 1 CPS
- 2 Subscriber Agreement
- 3 Data Protection Policy
- 4 Warranty Policy

# 1.12 GlobalSign Time stamping

#### 1.12.1 General

GlobalSign Time stamping certificates are used by applicants to provide time stamping services and non repudiation services for the time stamping and signing of software objects, documents and time critical events. In general:-

- GlobalSign Time stamping certificate validity period is 11 years.
- GlobalSign Time stamping certificates shall only be installed on hardware (FIPS 140-1 level 2 or equivalent)
- GlobalSign Time stamping certificates are issued to legal persons.
- The period retention for records meets professional records requirements according to the Laws of Belgium.

#### 1.12.2 Certificate Requests

A certificate request can be done according to the following means:

**On-line:** Via the Web (https). The certificate applicant submits an application via a secure on-line link according to a procedure provided by GlobalSign. Additional documentation in support of the

application may be required so that GlobalSign verifies the identity of the applicant. The applicant submits to GlobalSign such additional documentation. Upon verification of identity, GlobalSign issues the certificate and sends a notice to the applicant. The applicant downloads and installs the certificate to its device. The applicant must notify GlobalSign of any inaccuracy or defect in a certificate promptly after receipt of the certificate.

### 1.12.3 Content

Typical information published in a GlobalSign Time stamping certificate includes the following elements:

- Applicant's e-mail address
- Applicant's name of organization
- Applicant's public key
- Applicant's country code
- Issuing certification authority (GlobalSign)
- GlobalSign electronic signature
- GlobalSign's unique Policy OID for Time stamping certificates
- Type of algorithm
- Validity period of the digital certificate
- Serial number of the digital certificate

### 1.12.4 Documents Submitted to Identify the Applicant

In all cases, the applicant must submit to a GlobalSign Registration Authority a signed registration form. In all cases a GlobalSign Registration Authority will validate the business existence and registration details via a source such as a Qualified Government Information Source or a Qualified Independent Information Source in order to verify the authenticity of the request.

### 1.12.5 Time to Confirm Submitted Data

GlobalSign makes reasonable efforts to confirm certificate application information and issue a digital certificate within a reasonable time frame. For GlobalSign Time stamping certificates verification might require 5 working days.

### 1.12.6 Issuing Procedure

Below following the steps to issue a GlobalSign Time stamping certificate:

- 1 The applicant fills out the registration form: e-mail address, organizational info, common name, country code, payment info
- 2 The applicant accepts the obligations of the relevant subscriber agreement
- 3 A key pair is generated on an applicant's device (e.g. HSM, smart card device etc.)
- 4 The public key and online request are sent to GlobalSign automatically
- 5 GlobalSign verifies the submitted information by checking organizational, payment and any other information as it sees fit. This may include checks in third party databases or resources and independent verification through telephone.
- 6 GlobalSign may positively verify the applicant.
- 7 GlobalSign may issue the certificate to the applicant.
- 8 Renewal: allowed
- 9 Revocation: allowed
- 10 Rekey/Reissuance: allowed

GlobalSign might apply variations of this procedure in order to meet service, standards or legal requirements.

### 1.12.7 Limited Warranty

GlobalSign accepts liability up to a maximum of 2500 EURO per loss due to a false identity in an GlobalSign Time stamping certificate issued within the terms of the CPS.

### 1.12.8 Relevant GlobalSign Legal Documents

The applicant must take notice and is bound by the following documents available on <u>www.globalsign.com/repository</u>:

- 1 CPS
- 2 Subscriber Agreement
- 3 Data Protection Policy
- 4 Warranty Policy

# 1.13 Certificate usages

Certain limitations apply to the use of GlobalSign certificates. A GlobalSign certificate can only be used for purposes explicitly permitted as they are listed below:

**Electronic signature**: Electronic signature can only be used for specific electronic transactions that support electronic signing of electronic forms, electronic documents, electronic mail etc. The signature certificate is only warranted to produce electronic signatures in the context of applications that support digital certificates. To describe the function of an electronic signature, the term non-repudiation is often used. Certificates that are appropriate for electronic signature are the following:

- PersonalSign 2: non repudiation of a transaction (medium level assurance)
- PersonalSign2 Pro: non repudiation of the transaction by a party acting in an organizational context (medium level assurance)
- DocumentSign: non repudiation of the transaction by a party acting in an organizational context (medium level assurance)
- PersonalSign 3: non repudiation of the transaction (high level assurance)
- PersonalSign 3 Pro: non repudiation of the transaction by a party acting in an organizational context (high level assurance)

Authentication (Users): User authentication certificates can be used for specific electronic authentication transactions that support accessing web sites and other online content, electronic mail etc. The Authentication function of a digital certificate can be ascertained in any transaction context with the purpose of authenticating the end user subscriber to a digital certificate. To describe the function of authentication, the term digital signature is often used.

- PersonalSign 1: authentication of the existence of an email address
- PersonalSign 2: authentication of a natural person (medium level assurance)
- PersonalSign2 Pro: authentication of a natural person within an organizational context or a role within an organizational context(medium level assurance)
- DocumentSign : authentication of a natural person within an organizational context or a role within an organizational context(medium level assurance)
- PersonalSign 3: authentication of a natural person (high level assurance)
- PersonalSign 3 Pro: authentication of a natural person within an organizational context (high level assurance)

Authentication (Devices and objects): Device authentication certificates can be used for specific electronic authentication transactions that support the identifying of web sites and other on line resources, such as software objects etc. The authentication function of a digital certificate can be ascertained in any transaction context with the purpose of authenticating a device that the subscriber seeks to secure through a digital certificate. To describe the function of authentication, the term digital signature is often used.

- DomainSSL: authentication of a remote domain name and webservice and encryption of the communication channel.
- OrganizationSSL: authentication of a remote domain name and associated organizational context and webservice and encryption of the communication channel.
- ExtendedSSL: authentication of a remote domain name and associated organizational context and webservice and encryption of the communication channel.
- Code Signing: authentication of a data object with a legal person or a legal entity.

• GlobalSign Timestamping: authentication of a time and date related to a service within an organizational context.

#### Assurance levels:

Low assurance (Class 1) certificates are not suitable for identity verification as no authenticated identity information is included within the certificate. This in turn does not support non repudiation services.

Medium assurance (Class 2) certificates are individual and organizational certificates that are suitable for securing some inter- and intra-organizational, commercial, and personal e-mail requiring a medium level of assurances of the subject identity contained within the certificate.

High assurance (Class 3) certificates are individual and organizational certificates that provide a high level of assurance of the identity of the subject in comparison with Class 1 and 2.

High assurance with extended validation certificates are Class 3 certificates issued by GlobalSign in conformance with the Guidelines for Extended Validation Certificates.

**Confidentiality**: All certificate types, with the exception of time-stamping and code-signing certificates, can be used to ensure the confidentiality of communications effected by means of digital certificates. Confidentiality is required to assure the confidentiality of business and personal communications as well as personal data protection and privacy.

Any other use of a digital certificate is not supported by this CPS. When using a digital certificate the functions of electronic signature (non repudiation) and authentication (digital signature) are permitted together within the same certificate. The different terms used i.e. electronic signature as opposed to non-repudiation and authentication as opposed to digital signature relate to the different terminology in the IETF and the vocabulary adopted in the legal framework in the European Union manifested by the Directive 1999/93/EC on a Community framework on electronic signatures.

## **1.14** Document Name and Identification

GlobalSign ensures compliance of its certificates with the requirements and assertions of this CPS.

## 1.15 PKI participants

The GlobalSign CA makes its services available to GlobalSign subscribers. These subscribers include without limitation entities that use certificates for the purposes of:

- Authentication (digital signature)
- Electronic signature (non-repudiation)
- Encryption

Where appropriate to the product type, a subject is a natural person that successfully applies for a certificate. Any other uses of certificates are restricted. Certificates can be used for any public purposes. As "public", this CPS considers any use that takes place among subscribers governed by voluntary agreements under private law among participants.

Under the scope of this policy, general-purpose uses associated with services made available by the Belgian government are allowed. GlobalSign reserves its right to evaluate uses within various application environments that it does not specifically prohibit. Subscribers and relying parties are hereby notified to contact GlobalSign before applying for or using a certificate in an application domain, which mandates proprietary or non-public requirements with a view to ensure the functionality of certificates.

### 1.15.1 GlobalSign Certification Authority

A Certification Authority, such as GlobalSign, is an organization that issues digital certificates to be used in public or private domains, within a business framework, a transactions context etc. A Certification Authority is also referred to as the Issuing Authority to denote the purpose of issuing certificates at the request of an RA.

The GlobalSign CA drafts and implements the policy prevailing in issuing a certain type or class of digital certificates. The GlobalSign CA is a Policy Authority with regard to issuing GlobalSign CA certificates. The GlobalSign CA has ultimate control over the lifecycle and management of the GlobalSign CA Root and any subsequent root belonging to its hierarchy.

The GlobalSign CA ensures the availability of all services pertaining to the management of certificates under the GlobalSign CA Root, including without limitation the issuing, revocation and status verification of a certificate, as they may become available or required in specific applications. The GlobalSign CA also manages a core online registration system and assorted API's for all certificate types, issued under the GlobalSign CA Root.

Appropriate publication is necessary to ensure that relying parties obtain notice or knowledge of functions associated with the revoked certificates. Publication is manifested by including a revoked certificate in a certificate revocation list that is published in an online directory. Issued certificates might also appear on directories of issued certificates.

The domain of responsibility of the GlobalSign CA's comprises of the overall management of the certificate lifecycle including the following actions:

- Issuance
- Revocation
- Renewal
- Status validation
- Directory service

Some of the tasks attributed to the certificate lifecycle are delegated to select GlobalSign RAs, that operate on the basis of a service agreement with GlobalSign.

#### 1.15.1.1 GlobalSign outsource agent

Through an outsource agent, GlobalSign operates a secure facility in order to deliver CA services including the issuance, revocation, renewal and status validation of GlobalSign CA certificates. The GlobalSign outsource agent operates a service to GlobalSign on the basis of a service agreement. The scope of the service is the support in certificate management. The GlobalSign outsource agent warrants designated services and service levels that meet those required by GlobalSign. The GlobalSign outsource agent carries out tasks associated with the administration of services and certificates on behalf of GlobalSign. GlobalSign outsource agents are located in Belgium.

#### 1.15.1.2 Roles of GlobalSign

GlobalSign operates as a Trust Service Provider to deliver Trust Services to a user community, directly or through an agent. An agent in this case includes third party entities, called Registration Authorities (RAs) that operate under agreement with and within the conditions laid out by GlobalSign.

The main activity of GlobalSign is to manage the life cycle of digital certificates issued to end user entities as well as to other certification authorities and administrators within the GlobalSign domain.

The GlobalSign public certification services aim at supporting secure electronic commerce and on-line business services in order to address the business and personal requirements of the subscribers and relying parties of digital certificates.

Responding to the need for secure electronic transactions among users and service providers in a global market place, GlobalSign published or documented practices support the GlobalSign infrastructure to deliver high quality trust services to diverse user communities in the world..

#### 1.15.1.3 GlobalSign root and hierarchy

GlobalSign makes available to subscribers a dedicated root hierarchy to ensure the integrity of the end user certificate and the uniqueness of its digital certificates. The GlobalSign CA manages a broader range of the GlobalSign trust network that includes roots that have been set up to fulfil specific purposes as well as other participating CAs that take advantage from GlobalSign's root, which is embedded in applications. The GlobalSign Certificate Policy addresses the Root level of the GlobalSign hierarchy and the CA chaining service to the GlobalSign CA Root.

GlobalSign periodically rekeys or refreshes Intermediate CAs. Third party applications or platforms that have an intermediate CA embedded as a root certificate may not operate as designed after the Intermediate CA has been rekeyed. GlobalSign therefore does not warrant the use of intermediate CAs as root certificates.

The roots that are addressed under this CPS include roots used for issuing the following type of certificates:

- PersonalSign Demo and PersonalSign 1
- PersonalSign 2 / 2 Pro
- PersonalSign 3 / 3 Pro
- DocumentSign
- OrganizationSSL
- DomainSSL
- ExtendedSSL
- Timestamping
- Code Signing

#### 1.15.2 Registration Authorities

A Registration Authority (RA) is an entity that identifies and authenticates applicants for certificates. A Registration Authority may also initiate or pass along revocation requests for certificates and requests for re-issuance (sometimes referred to as rekey) and renewal of certificates. GlobalSign may act as a Registration Authority for certificates that it issues.

Third parties, who enter into a contractual relationship with GlobalSign may operate their own RA and authorize the issuance of certificates. Third parties must abide by all the requirements of the GlobalSign CP and this CPS and the terms of their enterprise services agreement. RA's may implement more restrictive vetting practices if their internal policy dictates.

#### 1.15.2.1 RA role description

A GlobalSign RA interacts with the subscriber to deliver public certificate management services to the end-user. A GlobalSign RA:

- Accepts, evaluates, approves or rejects the registration of certificate applications.
- Registers subscribers to GlobalSign CA certification services.
- Attends all stages of the identification of subscribers as assigned by the GlobalSign CA and according to the type of certificates they issue.
- Uses official, notarised or otherwise authorised documents to evaluate a subscriber application.
- Following approval of an application, notify the GlobalSign CA to issue a certificate.
- Initiates the process to revoke a certificate and request a certificate revocation from the GlobalSign CA Root.

The GlobalSign RA acts locally on approval and authorisation by the GlobalSign CA. The GlobalSign RA acts in accordance with the approved practices and procedures of the GlobalSign CA including this CPS and documented GlobalSign RA procedures.

In order to issue certain specific certificate type, GlobalSign RAs might need to rely on certificates issued by third party certification authorities or other third party databases and sources of information. Identity cards and drivers licenses are such sources of authoritative subscriber information. Relying Parties are hereby prompted to seek specific information by referring to the appropriate certificate policies prevailing in managing specific certificate types issued under the GlobalSign Root.

If successful, the evaluation is followed by the issuance of the certificate to the applicant organization.

Some RA functions are sometimes carried out by Local Registration Authorities (LRAs). LRAs act under the supervision and control of RAs and cannot issue certificate independently.

#### 1.15.2.2 RA specific requirements for ExtendedSSL certificates

For the issuance of ExtendedSSL certificates, GlobalSign contractually obligates each RA and/or subcontractor to comply with all applicable requirements in the <u>EV Guidelines</u> incorporated by reference herein, and to perform them as required of GlobalSign CA itself.

Under the terms of the EV Guidelines, GlobalSign may contractually authorize the Subject of a specified valid EV certificate to perform the RA function and authorize GlobalSign to issue additional EV Certificates at third and higher domain levels that contain the domain that was included in the original EV Certificate (also known as "Enterprise EV Certificates"). In such case, the Subject shall be considered an Enterprise RA, and shall not authorize the CA to issue any ExtendedSSL certificate at the third or higher domain levels to any Subject other than the Enterprise RA or a business that is owned or directly controlled by the Enterprise RA. GlobalSign technically enforces this.

GlobalSign shall not delegate the performance of the Final Cross-Correlation and Due Diligence requirements of Section 24 of Extended Validation Guidelines, which are briefly described under this CPS (1.10.1.5 - final paragraph).

#### 1.15.3 Subscribers

Subscribers of GlobalSign services are natural persons or legal persons that successfully apply for a certificate. Subscribers use electronic signature services within the domain of the GlobalSign CA. Subscribers are parties that:

- Set the framework of providing certification services with the GlobalSign CA to the benefit of the subject mentioned in a certificate.
- Have ultimate authority over the private key corresponding to the public key that is listed in the certificate.
- Natural persons that are subscribers typically hold a valid identification document, such as an identity card, passport or equivalent, which is used as credential in order to issue electronic certificates.

Legal persons are identified on the basis of the published by-laws and appointment of Director as well as the subsequent government gazette or other QIIS or QGIS third party databases. Self-employed subjects are identified on the basis of proof of professional registration supplied by the competent authority in the country in which they reside.

For all categories of subscribers, additional credentials are required as explained on the online process for the application for a certificate.

Subscribers of end entity certificates issued under the GlobalSign CA include employees and agents involved in day-to-day activities within GlobalSign that require access to GlobalSign network resources.

Subscribers are also sometimes operational or legal owners of signature creation devices that are issued for the purpose of generating a key pair and storing a certificate.

It is expected that a subscriber organization has an employment or service agreement or otherwise a pre-existing contract relationship with GlobalSign authorising it to carry out a specific function within the scope of an application that uses GlobalSign certificate services. Granting a certificate to a subscriber organization is only permitted pursuant to such an agreement between GlobalSign and the subscribing end entity.

#### 1.15.4 Subjects

Subjects of GlobalSign certificate services may be natural persons in that they are themselves subscribers or are associated with a subscriber. Subjects may be individuals, organizations, or infrastructure components such as firewalls, routers, servers or other devices used within an Organization. Subjects use electronic signature services under authorisation of and within the domain that is designated by the subscriber (if applicable). Subjects are parties that:

- Are identified in a certificate or are the custodian of a digital ID with a subject DN containing a department, role-based common name
- Hold the private key corresponding to the public key that is listed in a subscriber certificate.

A subject enrols with GlobalSign or a Service Provider that requires it to use a certificate within the designated service. A subject nominates a named Certificate Applicant also called a Subscriber, to apply for a certificate. A certificate applicant can be any natural person acting on behalf of the subject.

Natural persons can be listed as subjects of the following certificates:

- PersonalSign 2
- PersonalSign 2 Pro
- DocumentSign
- PersonalSign 3
- PersonalSign 3 Pro
- Code Signing

Department or role-based entities can be listed as Subjects of the following certificates:

- PersonalSign 2 Pro
- DocumentSign

Legal persons created through all recognized forms of incorporation or government entities can be listed as subjects of the following certificates:

- ExtendedSSL
- GlobalSign Timestamping

Legal persons or self-employed professionals can be listed as subjects of the following certificates:

- OrganizationSSL
- Code Signing

#### 1.15.5 Certificate Applicants

A certificate applicant is a party wishing to become a subscriber of a certificate. A certificate applicant is a party designated by the subject to act on the subject's behalf in:

- Applying for a certificate.
- Agreeing with and accepting GlobalSign subscriber agreement.

The applicant may be:

• The same as the subject itself, where this is a named individual.

- A custodian of a department or role-based subject name.
- An individual employed by the subject.
- An individual employed by a contractor, or sub-contractor acting upon explicit authorisation.

### 1.15.6 Relying Parties

Relying parties are natural persons or legal persons that rely on a certificate and/or a digital signature verifiable to a public key listed in a subscriber's certificate.

To verify the validity of a digital certificate, relying parties must always refer to GlobalSign CA revocation information, currently a Certificate Revocation List (CRL). Certificate validation takes place prior to relying on information featured in a certificate. Alternatively, relying parties may refer to an automated response by using the OCSP protocol where available. Relying parties meet specific obligations as described in this CPS.

### 1.16 Certificate use

Certain limitations apply to the use of GlobalSign certificates.

#### 1.16.1 Appropriate certificate usage

Certificates issued under the GlobalSign CA can be used for public domain transactions that require:

- Non-repudiation and
- Authentication
- Confidentiality

Additional uses are specifically designated once they become available to end entities. Unauthorised use of GlobalSign certificates may result in an annulment of warranties offered by the GlobalSign CA to subscribers and relying parties of GlobalSign certificates.

### 1.16.2 Prohibited certificate usage

End entity certificate use is restricted by using certificate extensions on key usage and extended key usage. Any usage of the certificate inconsistent with these extensions is not authorised. GlobalSign certificates are not authorised for use within Closed Groups unless such Groups have notified GlobalSign thereof and GlobalSign has consented to it. Certificates are not authorised for use for any transactions above the designated reliance limits that have been indicated in the Limited Warranty Policy.

### 1.16.3 Certificate extensions

GlobalSign issues certificates that contain extensions defined by the X.509 v.3 standard other standards as well as any other formats including those used by Microsoft and Netscape. GlobalSign uses certain constraints and extensions for its public PKI services as per the definition of the International Standards organization (ISO). Such constraints and extensions may limit the role and position of a subscriber certificate so that such subscribers can be identified under varying roles.

As key usage extension limits the technical purposes for which a public key listed in a certificate may be used. GlobalSign's own certificates may contain a key usage extension that limits the functionality of a key to only signing certificates, certificate revocation lists, and other data.

A certificate policy extension limits the usage of a certificate to the requirements of a business or a legal context. GlobalSign pro-actively supports and participates in the proliferation of industry, government or other certificate policies for its public certificates as it sees appropriate.

### **1.16.4 Critical Extensions**

GlobalSign uses certain critical extensions in the certificates it issues such as:

- A basic constraint in the certificate to show whether a certificate is meant for a CA or not.
- To show the intended usage of the key.
- To show the number of levels in the hierarchy under a CA certificate.

# 1.17 Policy Administration

The GlobalSign CA is a top root authority (also known as trust anchor) that manages certificates services within its own domain. The GlobalSign CA might also interact with or seek recognition by third party certification authorities.

The Policy Managing Authority of the GlobalSign CA manages this GlobalSign CPS. The GlobalSign CA registers, observes the maintenance, and interprets this CPS. The GlobalSign CA makes available the operational conditions prevailing in the life-cycle management of certificates issued under the GlobalSign CA root. The operational conditions for each root are publicised in this CPS and in the associated GlobalSign CP.

### 1.17.1 Scope

In an effort to invoke credibility and Trust in the publicised GlobalSign CPS, and to better correspond to accreditation and legal requirements, GlobalSign may make revisions and updates to its policies as it sees fit or required by the circumstances. Such updates become binding for all certificates that have been issued or are to be issued 30 days after the date of the publication of the updated version of the CP and/or CPS.

### 1.17.2 GlobalSign Policy Management Authority

New versions and publicized updates of GlobalSign policies are approved by the GlobalSign Policy Management Authority. The GlobalSign Policy Management Authority in its present organizational structure comprises members as indicated below:

- At least one member of the management of GlobalSign.
- At least two authorised agents directly involved in the drafting and development of GlobalSign practices and policies.

The Management member chairs the GlobalSign Policy Management Authority ex officio.

All members of the GlobalSign Policy Management Authority have one vote. There are no other voting rights reserved for any other party. In case of lock vote the vote of the Chair of the GlobalSign Policy Management Authority counts double.

### 1.17.3 Acceptance of Updated Versions of the CPS

Upon approval of a CPS update by the GlobalSign Policy Management Authority that CPS is published in the GlobalSign online Repository at <u>http://www.globalsign.com/repository</u>.

The updated version is binding against all existing and future subscribers unless notice is received within 30 days after communication of the notice. After such period the updated version of the CPS is binding against all parties including the subscribers and parties relying on certificates that have been issued under a previous version of the GlobalSign CPS.

Subscribers that are affected by changes may file comments with GlobalSign within 15 days from notice. Only subscribers and the supervisory authority may submit objections to policy changes. Relying parties that are not subscribers do not have the right to submit objections and any such submissions will be regarded as never received.

GlobalSign publishes on its web site at least the two latest versions of its CPS.

### 1.17.3.1 Changes with notification

Updated versions of this CPS are notified to parties that have a legal duty to receive such updates, for example auditors with a specific mandate to do so.

#### 1.17.4 Version management and denoting changes

Changes are denoted through new version numbers for the CPS. New versions are indicated with an integer number followed by one decimal that is zero. Minor changes are indicated through one decimal number that is larger than zero. Minor changes include:

- Minor editorial corrections
- Changes to contact details

# 1.18 Definitions and acronyms

A list of definitions can be found at the end of this CPS.

# 2.0 Publication and Repository Responsibilities

GlobalSign reserves its right to publish information about the digital certificates that it issues in an online publicly accessible repository. GlobalSign reserves its right to publish certificate status information on third party repositories.

GlobalSign retains an online repository of documents where it makes certain disclosures about its practices, procedures and the content of certain policies including this CPS. GlobalSign reserves its right to make available and publish information on its policies by any appropriate means within the GlobalSign repository.

All parties who are associated with the issuance, use or management of GlobalSign certificates are hereby notified that GlobalSign may publish submitted information on publicly accessible directories in association with the provision of electronic certificate status information.

GlobalSign refrains from making publicly available certain elements of documents including security controls, procedures, internal security polices etc. However these elements are disclosed in audits associated with formal accreditation schemes that GlobalSign adheres to, such as WebTrust for CAs and WebTrust for EV.

# 2.1 Access control on repositories

While GlobalSign strives to keep access to its public repository and access to its policy is (e.g. CP, CPS etc.) free of charge, it might charge for services such as the publication of status information on third party databases, private directories, etc.

# **3.0 Identification and Authentication**

GlobalSign operates RAs that verify and authenticate the identity and/or other attributes of an end-user certificate applicant for a certificate.

Prior to requesting the CA to issue a certificate, GlobalSign RAs verify the identity of applicants of a certificate.

Certificate Applicants are prohibited from using names in their certificate that infringe upon the Intellectual Property Rights of others. GlobalSign does not verify whether a Certificate Applicant has Intellectual Property Rights in the name appearing in the certificate application or arbitrates, mediate or otherwise resolve any dispute concerning the ownership of any domain name, trademark, trade name or service mark. GlobalSign is entitled without liability to any Certificate Applicant, to reject any certificate Application because of such dispute. GlobalSign RAs authenticate the requests of parties wishing to revoke certificates under this policy.

# 3.1 Naming

To identify a subscriber, the GlobalSign CA follows and the GlobalSign RAs apply certain naming and identification rules that include types of names assigned to the subject, such as X.500 distinguished names, RFC-822 names or X.400 names. The GlobalSign CA issues certificates to applicants that submit a documented application containing a verifiable name.

### 3.2 Initial Identity Validation

The identification of the applicant for a certificate is carried out according to a documented procedure implemented by the GlobalSign RAs.

For the identification and authentication procedures of the initial subscriber registration GlobalSign takes the following steps:

- The natural person identified in the subject field must demonstrate possession of the private key corresponding to the public key presented to the GlobalSign CA. The subject itself or its designated representative must demonstrate this.
- GlobalSign RAs might rely on such resources as third party databases to identify and authenticate natural persons applying for a certificate.

For the identification and authentication of appropriately authorised third party agents applying for a GlobalSign certificate, controls include the following:

- Controlling physical identification documents such as an identity card or passport issued by a designated authority in the country of origin of the applicant.
- Authenticating the identity of the applicant based on other documentation or credentials provided.
- Requesting an applicant to physically appear before a GlobalSign RA prior to issuing a certificate.
- Requesting a third party agent or his/her principal (e.g. a GlobalSign contractor) to produce evidence with regard to the relationship between GlobalSign and the third party agent (e.g. an outsource contract etc.).

A GlobalSign RA may refuse issuing a certificate to an applicant unless sufficient evidence is produced with regard to the applicant's identity. If an application is rejected applicants may subsequently reapply.

To issue certificates, a GlobalSign RA endeavours to provide the applicant with sufficient credentials (enrolment URL, password) so that the enrolment process can then proceed online.

At GlobalSign's discretion any such credentials may be communicated by independent channels using agreed and proven contact methods.

The identification of an applicant for a certificate is carried out according to a documented procedure implemented by the GlobalSign RAs.

### 3.3 Subscriber registration process

Unless otherwise provided in this CPS in connection with the EV guidelines (ExtendedSSL certificates), the following rules applies to the Subscriber Registration Process.

GlobalSign ensures that:

- Subscribers of certificates are properly identified and authenticated
- Subscriber certificate requests are complete, accurate and duly authorized.

In particular:

- GlobalSign provides notice to the applicant through its web site at <u>www.globalsign.com</u> and the dedicated policy framework published on its repository at <u>www.globalsign.com/repository</u>.
- Before entering any contractual relationship with the subscriber, GlobalSign makes available a subscriber agreement, which the applicant must approve prior to placing a request with GlobalSign. This agreement can also be consulted in advance on GlobalSign's repository at <u>www.globalsign.com/repository</u>.
- GlobalSign's policy framework is limited by data protection and consumer protection laws and warranty, as explained in the GlobalSign CPS as well as GlobalSign's Limited Warranty framework.
- GlobalSign maintains documented contractual relationships with all third party registration authorities or outsourced agents it uses to deliver certificates.

#### 3.3.1 Documents used for subscriber registration

GlobalSign or an authorized GlobalSign RA typically verifies by appropriate means and on the basis of a documented procedure, the identity and, if applicable, all specific attributes thereof of applicants of certificates.

Evidence on identity is checked against a natural person either directly or indirectly using means which provide equivalent assurance to physical presence. Submitted evidence may be in the form of either paper or electronic documentation. Examples of evidence checked indirectly against a natural person, is documentation presented for registration that was acquired as the result of an application requiring physical presence.

Evidence on identity of organizations is checked through third-party databases such as Qualified Government Information Sources or Qualified Independent Information Sources to establish the existence of organizations. Any submitted evidence may be in the form of either paper or electronic documentation.

Self-employed professionals that are eligible to be issued with certificates typically have to prove their identity as individuals as well as their professional registration.

Specific documents required include the following:

#### 3.3.1.1 PersonalSign 1

No specific documented proof of identity is required

#### 3.3.1.2 PersonalSign 2

The applicant must submit to a GlobalSign Registration Authority a signed copy of an identification document such as an identity card, driver's license or passport, or the applicant may authenticate the request through a proof of possession challenge-response.

#### 3.3.1.3 PersonalSign 2 Pro and DocumentSign

Where a natural person's identity is included within the certificate then if required, the applicant must submit to a GlobalSign Registration Authority a signed registration form and a signed subscriber agreement. When an Organization takes on the obligations of acting as a Local Registration Authority the Organization assumes the obligation of verifying identity. This obligation by the organization must be accepted if a role or department identity is to be included within the certificate.

For self-employed applicants who works independently of an association or professional group, an extract of the register of commerce is required in addition to the above-mentioned documents.

For a self-employed applicant belonging to an association or professional group, an official document from the professional group and a membership card is required in addition to the above-mentioned documents.

GlobalSign may require additional proof of identity in support of the verification of the applicant.

#### 3.3.1.4 PersonalSign 3

In all cases, the applicant must submit to a GlobalSign Registration Authority in person a signed registration form, a signed subscriber agreement and a copy of identity proof.

GlobalSign may prescribe additional identification proof in support of the verification of the applicant's identity.

#### 3.3.1.5 PersonalSign 3 Pro

In all cases, the applicant must submit to a GlobalSign Registration Authority in person a signed registration form, a signed subscriber agreement and the articles of association or proof of professional context and a copy of identity proof.

For an employee it is required to submit the articles of association of its employer and confirmation by a legal representative of such organization.

For a self-employed person that works independently of an association or professional group, an extract of the register of commerce is required in addition to the above-mentioned documents.

For self-employed persons belonging to an association or professional group, an official document from the professional group and a membership card is required in addition to the above-mentioned documents.

GlobalSign may require additional identification proof in support of the verification of the applicant.

#### 3.3.1.6 OrganizationSSL

The applicant must either submit or apply to a GlobalSign Registration Authority via a signed registration form and a signed Subscriber Agreement with the articles of association of the applying organization or via a web based registration and application process encompassing applicable click through agreements as appropriate.

GlobalSign may prescribe additional identification proof in support of the verification of the applicant identity and ownership or right to use the domain.

#### 3.3.1.7 DomainSSL

The applicant must submit or apply to a GlobalSign Registration Authority via a signed registration form and a signed Subscriber Agreement or via a web based registration and application process encompassing applicable click through agreements as appropriate.

GlobalSign may prescribe additional identification proof in support of the verification of the applicant ownership or right to use the domain.

#### 3.3.1.8 ExtendedSSL

The applicant (the Certificate Requester) must submit to a GlobalSign Registration Authority a registration form and a subscriber agreement, approved by the Certificate Approver and signed by the Certificate Signer in accordance with the EV guidelines which are incorporated by reference herein.

GlobalSign may prescribe additional identification proof in support of the verification of the applicant identity and ownership or right to use the domain according to the EV Guidelines.

#### 3.3.1.9 Code Signing

The applicant must either submit or apply to a GlobalSign Registration Authority via a signed registration form and a signed Subscriber Agreement or via a web based registration and application process encompassing applicable click through agreements as appropriate.

GlobalSign may prescribe additional identification proof in support of the verification of the applicant's identity.

#### 3.3.1.10 GlobalSign Timestamping

The applicant must either submit or apply to a GlobalSign Registration Authority via a signed registration form and a signed Subscriber Agreement or via a web based registration and application process encompassing applicable click through agreements as appropriate. GlobalSign may prescribe additional identification proof in support of the verification of the applicant's identity.

### 3.3.2 Data needed for subscriber registration

Where the applicant is a natural person, evidence shall be provided of the following data prior to accepting an application for a certificate:

- Full name (including last name and given names).
- A nationally recognized identity number, or other attributes which may be used to, as far as possible, distinguish the person from others with the same name.

Where the applicant is a person who is identified in association with an organizational entity, proof will be produced in terms of:

- Full name (including last name and given names) of the subscriber.
- Attributes of the subscriber may be used as far as possible, to distinguish the person from others with the same name.
- Full name and legal status of the associated legal or organizational entity.
- Any relevant existing registration information (e.g. company registration) of the associated legal or organizational entity.

Where the applicant is an organization, proof will be produced in terms of:

- Full name and legal status of the associated legal or organizational entity.
  - Company registration number, VAT number or other attributes of the applicant which may be used to, as far as possible, distinguish it from others with a similar same name.
  - Any relevant existing registration information (e.g. company registration) of the associated legal or organizational entity.

GlobalSign neither recommends nor encourages any specific choice of an end user product. Applicants and subscribers are entirely responsible to make the appropriate requests for the issuance of their certificates. Should support in identifying the features of each option be deemed necessary in order to make an informed selection, applicants are prompted to contact GlobalSign at: <a href="mailto:legal@globalsign.com">legal@globalsign.com</a>

### 3.3.3 Pseudonyms

GlobalSign may conditionally accept the use of pseudonyms in its certificates. GlobalSign reserves its right to refuse granting a pseudonym certificate following a reasonably justified application assessment. Reasons for rejecting a pseudonym application include but are not limited to a pseudonym being:

- Already in use
- Violating third party rights
- Constituting slander etc.

#### 3.3.3.1 Role or Department

For certain types of products GlobalSign may allow the use of a 'role' or 'department' names, reserving its right to disclose the identity of the organization's registration authority as may be required by law or following a reasoned and legitimate request. GlobalSign reserves its right to refuse granting a role or department certificate following a reasonably justified application assessment. Reasons for rejecting a role application include, but are not limited, to a role:

- Violating third party rights
- Constituting slander etc.

GlobalSign maintains documented records of pseudonym and role based applications and application rejections.

Notice is hereby given that GlobalSign may disclose the real identity of the pseudonym certificate holder to any party, which can demonstrate a justified and legitimate interest to it.

The subscriber provides a physical address, or other attributes, which describe how the subscriber may be contacted.

GlobalSign reserves its right to insert names with pseudonyms in its certificates on a case-bycase basis. GlobalSign might make such designations in guidance documentation supplied to its RAs

### 3.3.4 Records for subscriber registration

GlobalSign records all information used to verify the subscriber identity, including any reference number on the documentation used for verification, and any limitations on the validity thereof.

GlobalSign maintains records of the executed subscriber agreement and any material or documents that support the application which also include but are not limited to:

- GlobalSign subscriber agreement as approved of, and executed by, the applicant.
- Consent to the keeping of a record by GlobalSign of information used in registration and any subsequent certificate status change and passing of this information to third parties under the same conditions as required by this CPS, in the case of the CA terminating its services.
- That information held in the certificate is correct and accurate.
- Full name of the subscriber.
- A nationally recognized identity number, or other attributes of the subscriber which may be used to, as far as possible, distinguish the person from others with the same name.
- A specifically designed attribute that uniquely identifies the applicant within the context of the GlobalSign CA.
- Proof of organization context where necessary.
- Full name and legal status of the associated legal person or other organizational entity where necessary.
- Any relevant registration information (e.g. company registration) of the associated legal person or other organizational entity where necessary.
- Any evidence produced in support of an application with a pseudonym.
- In the case of a role based certificate the applicant's organization must submit to a GlobalSign RA acceptance of Local Registration Authority responsibilities.

The records identified above shall be kept for a period of no less than 5 years following the expiration of a certificate. A GlobalSign RA maintains such records. For organizational purposes a GlobalSign LRA may also maintain duplicates of these records for a shorter period of time.

### 3.4 Identification and Authentication for Revocation Requests

For the identification and authentication procedures of revocation requests from its subject types (CA, RA, subscriber, and other participants), GlobalSign requires using an online authentication mechanism (e.g. digital certificate authentication, PIN etc.) and a request addressed to the GlobalSign CA or an RA.

# 4.0 Certificate Life-Cycle Operational Requirements

Unless otherwise provided in this CPS in connection with the EV guidelines (ExtendedSSL certificates), the following operational requirements apply to Certificate Life-Cycle.

All entities within the GlobalSign domain including the RAs and subscribers or other participants have a continuous duty to inform the GlobalSign CA of all changes in the information featured in a certificate during the operational period of such certificate and until it expires or gets revoked.

The GlobalSign CA issues or revokes certificates following an authenticated request issued by a GlobalSign RA.

To carry out its tasks GlobalSign may use third party agents. GlobalSign assumes full responsibility and accountability for all acts or omissions of all third party agents it may use to deliver services associated with CA operations within the GlobalSign CA.

### 4.1 Certificate Application

A GlobalSign RA has the duty to provide the GlobalSign CA with accurate information on certificate requests it lodges on behalf of the end user applicants.

The GlobalSign CA acts upon request of an RA that has the authority to make a request to issue a certificate.

Subscribers undergo an enrolment process that requires:

- Filling out an application form.
- Generating a key pair, directly or through an agent (which could be GlobalSign itself), of minimum key length 1024 bits. 2048 bits is mandatory after 31<sup>st</sup> December 2010.
- Delivering the generated public key corresponding to a private key to GlobalSign CA.
- Accepting the subscriber agreement.

In case of a subject that can be distinguished from a subscriber, then the above listed requirements, are met by the subject; else, the subject's designated applicant meets them. The subscriber is required to accept the issuance terms by a subscriber agreement that will be executed with the GlobalSign CA. The subscriber agreement incorporates by reference this CPS.

In general, an online enrolment process will be sufficient, only as explicitly permitted by GlobalSign.

In all other cases (including EV certificates) credentials are requested, as appropriate, so that the exact identity of the applicant can reasonably be established. This might include a manually signed copy of the subscriber agreement, a copy of identity card, or physical appearance before the RA.

### 4.2 Certificate Application Processing

A GlobalSign RA acts upon a certificate application by validating an applicant's identity. Subsequently, an RA either approves or rejects a certificate application. Such approval or rejection does not have to be justified to the applicant or any other party.

If the application is approved the RA transmits the registration data to GlobalSign.

For rejected applications of certificate requests, the RA notes the reason for rejecting the application.

# 4.3 Certificate Issuance

The GlobalSign RA subsequently sends a certificate issuance request to the GlobalSign CA.

Requests from the RA are granted approval provided that they are validly made and they contain valid subscriber data, formatted according to GlobalSign CA specifications.

The GlobalSign CA verifies the identity of the GlobalSign RA on the basis of credentials presented (a special RA administrator certificate). The GlobalSign CA retains its right to reject the application, or any applicant for RA certificates.

Following issuance of the certificate, the GlobalSign CA delivers the issued certificate to the subscriber directly or through an agent.

### 4.4 Certificate generation

With reference to the issuance and renewal of certificates, GlobalSign represents towards all parties that certificates are issued securely according to the conditions set below:

- The procedure to issue a certificate is securely linked to the associated registration, including the provision of any subscriber generated public key.
- The confidentiality and integrity of registration data when the applicant carries out CA/RA communications is ensured at all times through appropriate SSL (Secure Socket layer) links.
- The authentication of registrars is ensured through appropriate credentials issued to them.
- Certificate request and generation are supported by robust and tested procedures that have been scrutinized for compliance with the prevailing standards.
- GlobalSign verifies that registration data is exchanged with recognized registration service providers, whose identity is authenticated, in the event that external registration service providers are ever used.
- GlobalSign accepts independent audits of its services and practices.

# 4.5 Certificate Acceptance

An issued GlobalSign CA certificate is deemed accepted by the subscriber when the RA confirms the acceptance of a certificate the CA issues.

Any objection to accepting an issued certificate must explicitly be notified to the GlobalSign CA within 5 working days from delivery. The reasoning for rejection, including any fields in the certificate that contain erroneous information, must also be submitted. After this period, the certificate is deemed to be accepted.

The GlobalSign CA might post the issued certificate on a repository (X.500 or LDAP). The GlobalSign CA also reserves its right to notify the certificate issuance by the GlobalSign CA to other entities.

# 4.6 Key Pair and Certificate Usage

The responsibilities relating to the use of keys and certificates include the ones addressed below:

### 4.6.1 Subscriber

The obligations of the subscriber include the following ones:

### 4.6.1.1 Subscriber duties

Unless otherwise stated in this CPS, the duties of subscribers include the following:

- 1. Accepting all applicable terms and conditions in the CPS of GlobalSign published in the GlobalSign Repository.
- 2. Notifying the GlobalSign CA or a GlobalSign RA of any changes in the information submitted that might materially affect the trustworthiness of that certificate.
- 3. Ceasing to use a GlobalSign certificate when it becomes invalid.
- 4. Using a GlobalSign certificate, as it may be reasonable under the circumstances.
- 5. Preventing the compromise, loss, disclosure, modification, or otherwise unauthorised use of their private key or of the strong password used to protect the private key in a scenario where GlobalSign is requested to generate that key.
- 6. Using secure devices and products that provide appropriate protection to their keys. As integrated circuit cards, GlobalSign recommends use of FIPS 140 level 2 (or equivalent) cryptography modules depending on type of certificate. GlobalSign does not issue these cryptography modules to subscribers (but might resell those), and subscribers are responsible for proper life cycle management.
- 7. Be responsible for any acts and omissions of partners and agents subscribers to generate, retain, escrow, or destroy any private keys.
- 8. Refraining from submitting to GlobalSign or any GlobalSign directory any material that contains statements that violate any law or the rights of any party.
- 9. Request the revocation of a certificate in case of an occurrence that materially affects the integrity of a GlobalSign certificate.
- 10. Refraining from tampering with a certificate.
- 11. Only using certificates for legal and authorised purposes in accordance with the CPS.
- 12. Refrain from using a certificate outside possible license restrictions imposed by GlobalSign.

The Subscriber has all above stated duties towards the GlobalSign CA at all times. When the subscriber applies on behalf of a different named Subject, certain duties can be mitigated to the Subject, which in return shall have to inform the Subscriber of any eventualities affecting the life cycle of a certificate. In such case of mitigation, duties 2, 3, 4, 5, 6, 8, 9 10, 11 above apply to the Subject and not to the Subscriber.

#### 4.6.1.1.1 Certificate Life-Cycle Operational Requirements

Subscribers are hereby notified of their continuous duty to directly inform a GlobalSign RA of any and all changes in the information featured in a certificate during the validity period of such certificate or of any other fact that materially affects the validity of a certificate. This duty can be exercised either directly by the subscriber or through an agent.

GlobalSign issues or revokes certificates only at the request of the RA following a successful application of a certificate applicant.

#### 4.6.1.2 Subscriber Duty towards Relying Parties

Without limiting other subscriber obligations stated elsewhere in this CPS, subscribers have a duty to refrain from any misrepresentations they make in certificates to third parties that reasonably rely on the representations contained therein.

#### 4.6.1.3 Reliance at Own Risk

It is the sole responsibility of the parties accessing information featured in the GlobalSign CA repositories and web site to assess and rely on information featured therein. Parties acknowledge that they have received adequate information to decide whether to rely upon any information provided in a certificate. The GlobalSign CA takes the necessary steps to update its records and directories concerning the status of the certificates. Failure to comply with the conditions of usage of the GlobalSign CA Repositories and web site may result in terminating the relationship between the GlobalSign CA and the party.

### 4.6.2 Relying party

The duties of a relying party are as follows:

#### 4.6.2.1 Relying party duties

A party relying on a GlobalSign certificate will:

- Receive notice of the GlobalSign CA on associated conditions for relying parties.
- Validate a GlobalSign certificate by using certificate status information (e.g. CRL or OCSP) published by GlobalSign, in accordance with the certificate path validation procedure and validate at least those certificate attributes that materially affect the relying party's own signature policy if available.
- Trust a GlobalSign CA certificate only if all information featured on such a certificate can be verified via such a validation procedure as being correct and up to date.
- Rely on a GlobalSign certificate, only as it may be reasonable under the circumstances.
- Trust a certificate only if it has not been revoked.
- Validate at least those certificate attributes that materially affect the relying party's own signature policy or practices.

#### 4.6.2.2 GlobalSign CA Repository and Web site Conditions

Parties, including subscribers and relying parties, accessing the GlobalSign CA Repository and web site agree with the provisions of this CPS and any other conditions of use that the GlobalSign CA may make available. Parties demonstrate acceptance of the conditions of usage of the CPS by submitting a query with regard to the status of a digital certificate or by using or relying upon any such information or services provided:

- Obtaining information as a result of a search for a digital certificate.
- Verifying the status of digital signatures created with a private key corresponding to a public key included in a certificate.
- Validating the status of a digital certificate before encrypting data using the public key included in a certificate
- Obtaining information published on the GlobalSign CA web site.

### 4.7 Certificate Renewal

Subscribers may request the renewal of GlobalSign certificates. To request the renewal of a GlobalSign certificate, an end user lodges an online request.

Requirements for renewal of certificates, where available, may vary from those originally required for subscribing to the service.

Before renewing an ExtendedSSL certificate, GlobalSign must perform all authentication and verification tasks required by the EV Guidelines to ensure that the renewal request is properly authorized by the Applicant and that the information displayed in the ExtendedSSL certificate is still accurate and valid. Both renewal and rekeying (generating a new Key Pair to replace the existing CA key pair) are allowed as appropriate under this CPS.

# 4.8 Certificate Revocation

GlobalSign shall use reasonable efforts to publish clear guidelines for revoking certificates, and maintain a 24/7 ability to accept and respond to revocation requests.

The identification of the subscriber who applies for a revocation of a certificate is carried out according to an internal documented procedure. This procedure is subject to auditing by authorised parties in compliance with the requirements set by accreditation schemes.

Subject to prior agreement with GlobalSign, any GlobalSign RA may carry out the identification and authentication of holders seeking to revoke a certificate. An authenticated request is needed to initiate this procedure. The requesting party will have to be authenticated as the subscriber of that certificate, or at least as an authorised agent of the subscriber of the certificate.

An RA might further challenge the requesting party until its identity is sufficiently established and distinguished from others.

### 4.8.1 Circumstances for Revocation

Upon request from an RA, the GlobalSign CA revokes a digital certificate if:

- There has been loss, theft, modification, unauthorised disclosure, or other compromise of the private key of the certificate's subject.
- The certificate's subject or their appointed subscriber has breached a material obligation under this CPS.
- The performance of a person's obligations under this CPS is delayed or prevented by a natural disaster, computer or communications failure, or other causes beyond the person's reasonable control, and as a result, another person's information is materially threatened or compromised.
- There has been a modification of the information contained in the certificate detailing the certificate's subject.
- The Subscriber Agreement with the Subscriber has been terminated,
- The affiliation between an Enterprise Customer with a Subscriber is terminated or has otherwise ended,
- The information within the Certificate, other than non verified Subscriber Information, is incorrect or has changed, or
- The continued use of that certificate is harmful to the GlobalSign Trust model.

When considering whether certificate usage is harmful to GlobalSign, GlobalSign considers, among other things, the following:

- The nature and number of complaints received
- The identity of the complainant(s)
- Relevant legislation in force
- Responses to the alleged harmful use from the Subscriber

The GlobalSign RA requests the revocation of a certificate promptly upon verifying the identity of the requesting party. Verification of the identity can be done through information elements featured in the identification data that the subscriber has submitted to the GlobalSign RA. Upon request by a GlobalSign RA, the GlobalSign CA takes prompt action to revoke the certificate.

In addition to any revocation circumstances above, GlobalSign will revoke a certificate it has issued upon the occurrence of any of the following events:

- The Subscriber requests revocation of its Certificate;
- The Subscriber indicates that the original Certificate Request was not authorized and does not retroactively grant authorization;
- GlobalSign obtains reasonable evidence that the Subscriber's Private Key (corresponding to the Public Key in the Certificate) has been compromised, or that the Certificate has otherwise been misused;
- GlobalSign receives notice or otherwise becomes aware that a Subscriber uses the certificate for criminal activities such as phishing attacks, fraud, etc.
- GlobalSign receives notice or otherwise becomes aware that a Subscriber violates any of its material obligations under the Subscriber Agreement;
- GlobalSign receives notice or otherwise becomes aware that a court or arbitrator has revoked a Subscriber's right to use the domain name listed in the Certificate, or that the Subscriber has failed to renew its domain name;

- GlobalSign receives notice or otherwise becomes aware of a material change in the information contained in the Certificate;
- A determination, in GlobalSign's sole discretion, that the Certificate was not issued in accordance with the terms and conditions of the Extended Validation Guidelines or GlobalSign's Policies;
- If GlobalSign determines that any of the information appearing in the Certificate is not accurate.
- GlobalSign ceases operations for any reason and has not arranged for another CA to provide revocation support for the Certificate;
- GlobalSign's right to issue EV Certificates under the Extended Validation Guidelines expires or is revoked or terminated, unless GlobalSign makes arrangements to continue maintaining the CRL/OCSP Repository;
- GlobalSign has been compelled through illegal means by Subscriber or third parties to issue the certificate;
- GlobalSign's Private Key for its issuing CA Certificate has been compromised;
- GlobalSign receives notice or otherwise become aware that a Subscriber has been added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of GlobalSign's jurisdiction of operation.

Following revocation the GlobalSign RA will send an acknowledgement e-mail to the requesting party. Rekeying after revocation is not allowed and a new certificate application must be submitted to GlobalSign.

### 4.8.2 Term and Termination of Revocation

The GlobalSign CA publishes notices of revoked certificates in the GlobalSign CA repository. The GlobalSign CA may publish its revoked certificates in its CRL and additionally, by any other means as it sees fit.

# 4.9 Certificate Suspension

Certificate Suspension (putting the status of the GlobalSign certificate as revoked, but allowing to undo this action) is not allowed. Revocation is final.

# 4.10 Certificate Status Services

The GlobalSign CA makes available certificate status checking services including CRLs, and appropriate Web interfaces.

### 4.10.1 CRL

A CRL lists all revoked certificates during the application period. CRLs for the different products are available from <u>http://crl.globalsign.com</u>.

CRLs for end-entity certificates are issued every 3 hours.

# 4.11 End of Subscription

Subscriber subscription ends when a certificate is revoked, expired or the service is terminated.

# 4.12 Certificates Problem Reporting and Response Capability

In addition to certificate revocation, GlobalSign provides Subscribers, Relying Parties, Application Software Vendors, and other third parties with clear instructions for reporting complaints or suspected Private Key compromise, certificate misuse, or other types of fraud, compromise, misuse, or inappropriate conduct related to certificates. GlobalSign shall use reasonable efforts to provide a 24x7 capability to accept and acknowledge and respond to such reports. This can be done through online forms on the GlobalSign website, or emails addressed to abuse@globalsign.com.

# 4.13 Certificate Expiry

Subscribers obtaining certificates directly from the GlobalSign RA will be pre-warned of the pending expiry date of the certificate by e-mail. In general, two periods (30 days before and 7 days before) are deemed most effective. However this may vary per product type depending on whether previous authentication information can be utilised in a renewal process.

# 5.0 Management, Operational, And Physical Controls

This section describes non-technical security controls used by GlobalSign CA to perform the functions of key generation, subject authentication, certificate issuance, certificate revocation, audit, and archival.

Unless otherwise provided in this CPS in connection with the EV guidelines (ExtendedSSL certificates), the following requirements apply to management, operational, and physical controls:

# 5.1 Physical Security Controls

The GlobalSign CA implements physical controls on its own, leased or rented premises.

The GlobalSign CA infrastructure is logically separated from any other certificate management infrastructure, used for other purposes.

The GlobalSign CA secure premises are located in an area appropriate for high-security operations.

Physical access is restricted by implementing mechanisms to control access from one area of the facility to another or access into high-security zones, such as locating CA operations in a secure computer room physically monitored and supported by security alarms and requiring movement from zone to zone to be accomplished using a token and access control lists.

The GlobalSign CA implements prevention and protection as well as measures against fire exposures.

Media are stored securely. Backup media are also stored in a separate location that is physically secure and protected from fire and water damages.

The GlobalSign CA implements a partial off-site backup.

The sites of the GlobalSign CA host the infrastructure to provide the GlobalSign CA services. The GlobalSign CA sites implement proper security controls, including access control, intrusion detection and monitoring. Access to the sites is limited to authorized personnel listed on an access list, which is subject to audit.

# 5.2 **Procedural Controls**

The GlobalSign CA follows personnel and management practices that provide reasonable assurance of the trustworthiness and competence of the members of the staff and of the satisfactory performance of their duties in the fields of the electronic signature-related technologies.

The GlobalSign CA obtains a signed statement from each member of the staff on not having conflicting interests, maintaining confidentiality and protecting personal data.

All members of the staff operating the key management operations administrators, security officers, and system auditors or any other operations that materially affect such operations are considered as serving in a trusted position.

The GlobalSign CA conducts an initial investigation of all members of staff who are candidates to serve in trusted roles to make a reasonable attempt to determine their trustworthiness and competence.

Where dual control is required, at least two trusted members of the GlobalSign CA staff need to bring their respective split knowledge in order to be able to proceed with an ongoing operation.

The GlobalSign CA ensures that all actions with respect to the GlobalSign CA can be attributed to the system and the person of the CA that has performed the action.

The GlobalSign CA implements dual control for critical CA functions.

# 5.3 **Personnel Security Controls**

### 5.3.1 Qualifications, Experience, Clearances

The GlobalSign CA perform checks to establish the background, qualifications, and experience needed to perform within the competence context of the specific job. Background checks include:

- Search of criminal record
- Check of professional references
- Confirmation of previous employment
- Confirmation of the most relevant educational degree obtained
- Misrepresentations by the candidate.
- Any other as it might be deemed necessary.

#### 5.3.2 Background Checks and Clearance Procedures

The GlobalSign CA makes the relevant checks to prospective employees by means of status reports issued by a competent authority, third-party statements or self-declarations.

#### 5.3.3 Training Requirements and Procedures

The GlobalSign CA makes available training for their personnel to carry out CA and RA functions.

#### 5.3.4 Retraining Period and Retraining Procedures

Periodic training updates might also be performed to establish continuity and updates in the knowledge of the personnel and procedures.

### 5.3.5 Job Rotation

Not applicable.

### 5.3.6 Sanctions against Personnel

GlobalSign CA sanctions personnel for unauthorized actions, unauthorized use of authority, and unauthorized use of systems for the purpose of imposing accountability to its personnel, as it might be appropriate under the circumstances.

### 5.3.7 Controls of independent contractors

Independent contractors and their personnel are subject to the same privacy protection and confidentiality conditions as GlobalSign CA personnel.

### 5.3.8 Documentation for initial training and retraining

The GlobalSign CA and RAs make available documentation to personnel, during initial training, retraining, or otherwise.

# 5.4 Audit Logging Procedures

Audit logging procedures include event logging and audit systems, implemented for the purpose of maintaining a secure environment.

GlobalSign CA implements the following controls:

GlobalSign CA audit records events that include but are not limited to

- Issuance of a certificate
- Revocation of a certificate
- Publishing of a CRL

Audit trail records contain:

- The identification of the operation
- The data and time of the operation
- The identification of the certificate involved in the operation
- The identification of the person that performed the operation
- A reference to the request of the operation.

Documents that are required for audits include:

- Infrastructure plans and descriptions.
- Physical site plans and descriptions.
- Configuration of hardware and software.
- Personnel access lists.

GlobalSign CA ensures that designated personnel reviews log files at regular intervals and detects and reports anomalous events.

Log files and audit trails are archived for inspection by the authorized personnel of GlobalSign CA, the RA and designated auditors. The log files are properly protected by an access control mechanism. Log files and audit trails are backed up and are available to independent auditors upon request.

Auditing events are not given log notice.

# 5.5 Records Archival

GlobalSign CA keeps archives in a retrievable format.

GlobalSign CA ensures the integrity of the physical storage media and implements proper copying mechanisms to prevent data loss.

Archives are accessible to authorized personnel of GlobalSign CA and the RA as appropriate.

The GlobalSign CA keeps internal records of the following items:

- All certificates for a period of a minimum of 1 year after the expiration of the certificate.
- Audit trails on the issuance of certificates for a period of a minimum of 1 year after issuance of a certificate.
- Audit trail of the revocation of a certificate for a period of a minimum of 1 year following the revocation of a certificate.
- CRLs for a minimum of 1 year after expiration or revocation of a certificate.
- Support documents on the issuance of certificates for a period of 5 years after expiration of a certificate. Support documents can be electronically stored.

GlobalSign maintains records for a period of 5 years for the following products:

- PersonalSign 2
- PersonalSign 2 Pro
- DocumentSign
- PersonalSign 3
- PersonalSign 3 Pro
- OrganizationSSL
- DomainSSL
- Code Signing

• GlobalSign Timestamping

GlobalSign maintains records for a period of 7 years for the following products:

• ExtendedSSL

As regards to ExtendedSSL, GlobalSign records in detail every action taken to process an EV Certificate Request and to issue an EV Certificate, including all information generated or received in connection with an EV Certificate Request, and every action taken to process the Request, including time, date, and personnel involved in the action. These records are available as auditable proof of the CA's practices. The foregoing also applies to all registration authorities (RAs) and subcontractors as well.

#### 5.5.1 Types of records

GlobalSign CA retains in a trustworthy manner records of GlobalSign CA digital certificates, audit data, certificate application information, log files and documentation supporting certificate applications.

#### 5.5.2 Retention period

GlobalSign CA retains in a trustworthy manner records of certificates for at least 1 year.

#### 5.5.3 Protection of archive

Conditions for the protection of archives include:

- Protection against modification of archive, such as storing the data on a write once medium.
- Protection against deletion of archive.
- Protection against deterioration of the media on which the archive is stored, such as a requirement for data to be migrated periodically to fresh media.
- Only the records administrator (member of staff assigned with the records retention duty) may view the archive.

### 5.5.4 Archive Collection

The GlobalSign CA archive collection system is internal.

#### 5.5.5 Procedures to obtain and verify archive information

To obtain and verify archive information GlobalSign CA maintains records under clear hierarchical control.

The GlobalSign CA retains records in electronic or in paper-based format. The GlobalSign CA may require RAs, subscribers, or their agents to submit documents appropriately in support of this requirement.

Filing terms begin on the date of expiration or revocation. Such records may be retained in electronic or in paper-based format or any other format that the GlobalSign CA may see fit.

The GlobalSign CA may revise record retention terms as it might be required in order to comply with accreditation schemes including WebTrust for CAs, and WebTrust for EV.

# 5.6 Compromise and Disaster Recovery

In a separate internal document, the GlobalSign CA documents applicable incident, compromise reporting and handling procedures. The GlobalSign CA documents the recovery procedures used if computing resources, software, and/or data are corrupted or suspected of being corrupted.

The GlobalSign CA establishes the necessary measures to ensure full recovery of the service, in an appropriate time frame depending on the type of disruption, in case of a disaster, corrupted servers, software or data.

A business continuity plan has been implemented to ensure business continuity following a natural or other disaster. Maximum Acceptable Outage is two week

As to the products issued under the EV guidelines, GlobalSign undertakes to develop, implement, and maintain a comprehensive Security Program reasonably designed to protect the confidentiality, integrity, and availability of the EV Data and EV Processes, and comply with other security requirements applicable to the CA by law.

GlobalSign maintains a comprehensive Security Program based on a risk assessment document whereby the GlobalSign CA develops, implements, and maintains a Security Plan. The plan consists of security procedures, measures, and products designed to achieve the objectives set forth above and to reasonably manage and control the risks identified. The Risk Assessment is commensurate with the sensitivity of the EV Data and EV Processes, as well as the complexity and scope of the activities of the CA. Such Security Plan includes administrative, organizational, technical, and physical safeguards appropriate to the size, complexity, nature, and scope of the GlobalSign CA business and the EV Data and EV Processes. Such Security Plan also takes into account the available technology and the cost of implementing the specific measures, and implement a reasonable level of security appropriate to the harm that might result from a breach of security and the nature of the data to be protected.

# 5.7 CA or RA Termination

Before terminating its CA activities, the GlobalSign CA will take steps to transfer to a designated organization the following information at the GlobalSign CA's own costs: All information, data, documents, repositories, archives and audit trails pertaining to the GlobalSign CA.

# 6.0 Technical Security Controls

This section sets out the security measures taken by the GlobalSign CA to protect its cryptographic keys and activation data (e.g., PINs, passwords, or manually-held key shares). This section also describes the security controls observed by the GlobalSign RA system when an applicant requests the GlobalSign RA system to generate a PKI key-pair and CSR.

# 6.1 Key Pair Generation and Installation

The GlobalSign CA protects its private key(s) in accordance with this CPS. The GlobalSign CA uses private signing keys only for signing CRLs, and OCSP responses in accordance with the intended use of each of these keys.

The GlobalSign CA will refrain from using its private keys used within the GlobalSign CA in any way outside the scope of GlobalSign CA.

### 6.1.1 GlobalSign CA Private Key Generation Process

The GlobalSign CA uses a trustworthy process for the generation of its root private key according to a documented procedure. The GlobalSign CA distributes the secret shares of its private key(s).

#### 6.1.1.1 GlobalSign CA Private Key Usage

The private keys of the GlobalSign CA are used to sign GlobalSign CA issued certificates, GlobalSign CA certification revocation lists and OCSP responses. Other usages are restricted.

#### 6.1.1.2 GlobalSign CA Private Key Type

For the CA Root key it uses, the GlobalSign CA makes use of the RSA algorithm with a key length of 2048 bits and a validity period of at least 14 years. GlobalSign may choose to re-key any or all of its public root certificates in order to effectively manage the certificate lifecycle needs of its subscribers and their relying parties. Any re-keying activity will simply extend the validity period of the public root certificate whilst preserving all other attributes. Re-keying procedures will comply with the same security principles as the creation of the original Root CA.

For the operational CA keys it uses, the GlobalSign CA makes use of the RSA algorithm with a key length of 2048 bits and a validity period of at least 10 years.

#### 6.1.2 GlobalSign CA Key Generation

The GlobalSign CA securely generates and protects its own private keys, using a trustworthy system, and takes necessary precautions to prevent the compromise or unauthorised usage of them. The GlobalSign CA implements and documents key generation procedures, in line with this CPS.

The GlobalSign key generation is carried out using an algorithm recognized as being fit for the purposes of certificates. GlobalSign uses RSA SHA-1 and RSA SHA-256.

The selected key length and algorithm for CA signing key is recognized as being fit for the purposes of certificates as issued by the CA.

#### 6.1.3 GlobalSign Key Generation Audit (EV Guidelines)

For root keys generated after the release of EV Guidelines, a GlobalSign Qualified Auditor witness the root key generation ceremony in order to observe the process and the controls over the integrity and confidentiality of the CA root keys produced. The Qualified Auditor then issues a report opining that the CA, during its root key and certificate generation process:

- Documented its Root CA key generation and protection procedures in its Certificate Policy, version, date and its Certification Practices Statement, version, date (CP and CPS);
- Included appropriate detailed procedures and controls in a documented plan of procedures to be performed for the generation of the root certification authority key pair (the "Root Key Generation Script") for the Root CA;
- Maintained effective controls to provide reasonable assurance that the Root CA was generated and protected in conformity with the procedures described in its CP/CPS and with its Root Key Generation Script; and
- Performed, during the root key generation process, all the procedures required by its Root Key Generation Script.
- A video of the entire key generation ceremony may be recorded for auditing purposes.

# 6.2 Key Pair re-generation and re-installation

The GlobalSign CA decommissions and destroys keys used in the past as well as the active tamper-resistant devices and all backup or escrowed copies of its private keys.

### 6.2.1 GlobalSign CA Key Generation Devices

The generation of the private keys of the GlobalSign CA occurs within a secure FIPS 140-1 Level 3 or higher cryptographic device.

#### 6.2.1.1 GlobalSign CA Key Generation Controls

The generation of the private key of the GlobalSign CA requires the control of more than one appropriately authorised member of staff serving in trustworthy positions. This action entails dual control.

### 6.2.2 GlobalSign CA Private Key Storage

The GlobalSign CA uses a secure cryptographic device to store its private keys meeting or exceeding the appropriate requirements of FIPS 140-1 level 3.

When outside the signature-creation device the GlobalSign private signing key for a certificate is encrypted at all times.

#### 6.2.2.1 GlobalSign CA Key Storage Controls

The storage of the private key of the GlobalSign CA requires multiple controls by appropriately authorised members of staff serving in trustworthy positions. This action entails dual control.

#### 6.2.2.2 GlobalSign CA Key Back Up

The GlobalSign CA's private keys are backed up, stored and recovered by multiple and appropriately authorised members of staff serving in trustworthy positions. This action entails dual control.

#### 6.2.2.3 Secret Sharing

The GlobalSign CA secret shares use multiple authorised holders, to safeguard and improve the trustworthiness of private keys and provide for key recovery. The GlobalSign CA stores its own private keys in several tamper-resistant devices. This action entails dual control.

### 6.2.2.4 Acceptance of Secret Shares

A secret shareholder receives the secret share within a physical medium, such as a GlobalSign CA approved hardware cryptographic module..

### 6.2.3 GlobalSign CA Public Key Distribution

Public key distribution of GlobalSign's own public key takes place according to GlobalSign's own practices.

### 6.2.4 GlobalSign CA Private Key Destruction

GlobalSign CA private keys are destroyed by at least two trusted operatives.

Key destruction process is documented and associated records are archived.

### 6.3 Private Key Protection and Cryptographic Module Engineering Controls

The GlobalSign CA uses appropriate cryptographic devices to perform CA key management tasks. Those cryptographic devices are known as Hardware Security Modules (HSMs). Such devices meet formal requirements such as FIPS 140-1 Level 3 or higher, which guarantee, amongst other things, that device tampering is immediately detected; and private keys cannot leave devices unencrypted

Hardware and software mechanisms that protect CA private keys are documented. The document demonstrates that CA key protection mechanisms are of at least equivalent strength to the CA keys they are protecting.

GlobalSign CA custodians are assigned with the task to activate and deactivate the private key. The key is then active for a defined time period.

The GlobalSign CA private keys can be destroyed at the end of their lifetimes.

# 6.4 Other Aspects of Key Pair Management

The GlobalSign CA archives its own public keys. The GlobalSign CA issues subscriber certificates with usage periods as indicated on such certificates.

### 6.4.1 Computing resources, software, and/or data are corrupted

The GlobalSign CA establishes the necessary measures to ensure full recovery of the service in case of a disaster, corrupted servers, software or data.

If resources or services are not retained under the control of the GlobalSign CA, the CA ensures that any agreement with the agent or services provider is compliant with the requirements for disaster recovery.

### 6.4.2 CA public key revocation

If a GlobalSign CA public key is revoked, the GlobalSign CA will immediately notify all CAs with which it is cross-certified.

#### 6.4.3 CA private key is compromised

If the private key of the GlobalSign CA is compromised, the corresponding certificate will immediately be revoked. Additional measures will be taken including the revocation of all end user certificates.

# 6.5 Activation Data

The GlobalSign CA securely stores and archives activation data associated with its own private key and operations.

# 6.6 Computer Security Controls

The GlobalSign CA implements computer security controls.

# 6.7 Life Cycle Security Controls

The GlobalSign CA performs periodic development controls and security management controls.

# 6.8 Network Security Controls

The GlobalSign CA maintains a high-level network of systems security including firewalls. Network intrusions are detected. In specific:

- The GlobalSign CA encrypts connections to the RA, using dedicated administrative certificates.
- The GlobalSign CA website provides certificate based Secure Socket Layer connections and anti-virus protection.
- The GlobalSign CA network is protected by a managed firewall and intrusion detection system.
- Accessing GlobalSign CA databases from outside the CAs network is prohibited.
- Internet sessions for request and delivery of information are encrypted.

# 6.9 Time-stamping Services

GlobalSign may provide time-stamping services for use with specific GlobalSign products such as Code Signing. In this case, GlobalSign will be specifically mentioned within the subject DN of the certificate for these services. The details of the acceptable use policy for these services and any limitations will be provided in the subscriber agreement and/or the appropriate marketing documentation.

# 6.10 Key Pair and CSR Generation by Globalsign.

GlobalSign may accept a request for generation of a Key Pair and CSR on behalf of the Applicant. The products for which this service is appropriate are:-

- Server (SSL/TLS) based certificates
  - o OrganizationSSL
  - o DomainSSL
  - $\circ$  ExtendedSSL
- Personal/Organizational certificates
  - PersonalSign 2
  - PersonalSign 2 Pro
  - PersonalSign 3
  - PersonalSign 3 Pro
  - Code Signing

### 6.10.1 Server (SSL/TLS) based certificates

If the request is accepted by GlobalSign, then a PKI Key Pair and corresponding CSR will be generated by GlobalSign using a secure key generation process and in compliancy with GlobalSign's policy of minimum acceptable key length. GlobalSign will mandate the use of a strong password from the Applicant. In addition, GlobalSign will concatenate the Applicants password with a strong random string. The resulting concatenated password will be used to encrypt the final certificate package (containing the certificate and Private Key) for secure delivery to the Applicant following issuance of the certificate. The concatenated password will not be archived by GlobalSign and all instances will be destroyed following certificate delivery.

#### 6.10.2 Personal/Organizational certificates

If the request is accepted by GlobalSign, then a PKI Key Pair and corresponding CSR will be generated by GlobalSign using a secure key generation process compliant with GlobalSign's policy of minimum acceptable key length. In this case GlobalSign will mandate the use of a strong password from the Applicant. The password will be used to encrypt the final certificate package (containing the certificate and Private Key) for secure delivery to the Applicant following issuance of the certificate. The Registration Authority, which may be GlobalSign, will use PKI to archive the password on behalf of the individual.

# 7.0 Certificate and CRL Profiles

This section specifies Certificate, CRL, OCSP and Timestamping Profiles.

# 7.1 Certificate Profile

GlobalSign Certificates conform generally to (a) ITU-T Recommendation X.509 (1997): Information Technology - Open Systems Interconnection - The Directory: Authentication Framework, June 1997 and (b) RFC 5280: Internet X.509 Public Key Infrastructure Certificate and CRL Profile, May 2008.

Field	Value or Value constraint
Serial Number	Unique value per Issuer DN
Signature Algorithm	Object identifier of the algorithm used to sign the certificate – sha1RSA - in accordance with RFC 3279.
Issuer DN	GlobalSign together with the appropriate intermediate issuing CA appended to the description.
Valid From	Universal Coordinate Time base Synchronized to the Royal Observatory of Belgium. Encoded in accordance with RFC 5280.
Valid To	Universal Coordinate Time base Synchronized to the Royal Observatory of Belgium. Encoded in accordance with RFC 5280.
Subject DN	In accordance with 3.1
Subject Public Key	Encoded in accordance with RFC 5280
Signature	Generated and encoded in accordance with RFC 5280

### 7.1.1 Authority Key Identifier

GlobalSign generally populates the Authority Key Identifier extension of X.509 Version 3 end user Subscriber Certificates and Intermediate CA Certificates. When the certificate issuer contains the Subject Key Identifier extension, the Authority Key Identifier is composed of the 160-bit SHA-1 hash of the public key of the CA issuing the Certificate. Otherwise, the Authority Key Identifier extension includes the issuing CA's subject distinguished name and serial number. The criticality field of this extension is set to FALSE.

### 7.1.2 Authority Information Access

GlobalSign generally populates the Authority Information Access extension of X.509 Version 3 end user Subscriber Certificates and if appropriate Intermediate CA Certificates with the URL of the location where a Relying Party can obtain the issuing CA certificate. The criticality field of this extension is set to FALSE.

### 7.1.3 CRL Distribution Points

Most GlobalSign X.509 Version 3 end user Subscriber Certificates and Intermediate CA Certificates include the cRLDistributionPoints extension containing the URL of the location where a Relying Party can obtain a CRL to check the CA Certificate's status. The criticality field of this extension is set to FALSE.

### 7.1.4 Subject Key Identifier

Where GlobalSign populates X.509 Version 3 certificates with a subjectKeyldentifier extension, the keyldentifier based on the public key of the Subject of the Certificate is generated in accordance with one of the methods described in RFC 5280. Where this extension is used, the criticality field of this extension is set to FALSE.

### 7.1.5 Subject Alternative Name

Where GlobalSign populates X.509 Version 3 certificates with a subjectAlternativeName extension, the subjectAlternativeName is generated in accordance with one of the methods described in RFC 5280. Where this extension is used, the criticality field of this extension is set to FALSE.

### 7.2 CRL Profile

Most GlobalSign X.509 Version 3 end user Subscriber Certificates and Intermediate CA Certificates include the cRLDistributionPoints extension containing the URL of the location where a Relying Party can obtain a CRL to check the CA Certificate's status. The criticality field of this extension is set to FALSE.

Field	Value or Value constraint
Version	V2 in accordance with RFC 5280.
Issuer DN	The Entity who has signed and issued the CRL
Effective date	Issue date of the CRL. CRLs are effective upon
	issuance.
Next update	Date by which the next CRL will be issued.
Signature Algorithm	Object identifier of the algorithm used to sign
	the certificate – sha1RSA - in accordance with
	RFC 3279.
Authority Key Identifier	160-bit SHA-1 hash of the public key of the CA
	issuing the Certificate
CRL Number	A monotonically increasing sequence number
	in accordance with RFC 5280
This update	Issuance
Next Update	Date of Issuance + 3 hours

# 7.3 OCSP Profile

The GlobalSign CA maintains a record of the OCSP profile it might use in an independent technical document. This will be made available at the discretion of the GlobalSign CA, on request from parties explaining their interest.

# 7.4 Time Stamping Profile for Time Stamping Services

The GlobalSign CA maintains a record of the Time Stamping profile it uses in an independent technical document. This will be made available at the discretion of the GlobalSign CA, on request from parties explaining their interest.

# 8.0 Compliance Audit and Other Assessment

The GlobalSign CA accepts conditionally the auditing of practices and procedures it does not publicly disclose. The GlobalSign CA gives further consideration and evaluates the results of such audits before possibly implementing them.

Following its own approval with regard to the scope and content, the GlobalSign CA accepts compliance audits to ensure it meets requirements, standards, procedures and service levels according to this CPS and accreditation schemes it publicly claims compliance with.

# 8.1 Compliance Audit and Other Assessment

GlobalSign has successfully been audited and currently meets the requirements of the accreditation scheme known as WebTrust for CAs and the WebTrust for EV Program. GlobalSign seeks to maintain its accreditation.

Licensed to perform WebTrust for CA audits and WebTrust EV program Audits, Qualified Auditors must be AICPA members and have proficiency in examining PKI technology and related information security tools and techniques.

Information on GlobalSign's conformance with the requirements of any other accreditation scheme can be sought by the organization of such accreditation scheme directly. GlobalSign accepts compliance audits to ensure it meets requirements, standards, procedures and service levels according to this CPS. GlobalSign accepts this auditing of its own practices and procedures that it does not publicly disclose under certain conditions such as confidentiality, trade secrets etc. Such audits may be carried out directly or through an agent by a party to which GlobalSign owes duty. The CA evaluates the results of such audits before implementing them and conditionally making them publicly available. Compliance audits are commissioned by GlobalSign at least once a year.

During the period in which it issues ExtendedSSL certificates, GlobalSign strictly controls its service quality by performing ongoing self audits against a randomly selected sample of at least three percent (3%) of the said Certificates it has issued in the period beginning immediately after the last sample was taken.

### 8.1.1 Audit process conditions

To carry out the audits, there will be an independent auditor appointed who will not be affiliated directly or indirectly in any way with GlobalSign nor having any conflicting interests thereof.

An audit is carried out in areas that include but are not limited to the following ones:

- Compliance of GlobalSign operating procedures and principles with the procedures and service levels defined in the CPS.
- Management of the infrastructure that implements CA services.
- Management of the physical site infrastructure.
- Adherence to the CPS.
- Adherence to relevant laws.
- Asserting agreed service levels.
- Inspection of audit trials, logs, relevant documents etc.
- Cause of any failure to comply with the conditions above.

With regard to conformance audits, GlobalSign undertakes the responsibility of the performance of any subcontractors it uses to carry out certification operations, including those described in the section below.

#### 8.1.1.1 Business Partnerships

To better respond to the diverse certification needs of the distributed population of electronic commerce service providers and users, GlobalSign may co-operate with appropriately selected business partners to deliver certain services associated with PKI, including certification and registration. GlobalSign may outsource in part or whole certain aspects of the delivery of its services. Regardless of the partner or agent selected to manage certain parts of the certificate life cycle or operations, GlobalSign remains ultimately in charge of the whole process. GlobalSign will ensure that compliance audits are also applied to such outsourced services. GlobalSign limits its responsibility thereof according to the conditions in this CPS and the GlobalSign CP.

#### 8.1.1.2 Secure Devices and Private Key Protection.

GlobalSign supports the use of secure devices and tamperproof equipment to securely issue, manage and store certificates. GlobalSign uses accredited trustworthy hardware to prevent compromise of its private key.

# 9.0 Other Business and Legal Matters

Certain legal conditions apply to the issuance of the GlobalSign CA certificates under this CPS as described in this section.

# 9.1 Fees

The issuance and management of GlobalSign CA certificates is subject to fees announced on the GlobalSign web site <u>www.globalsign.com</u> or through requested quotes.

### 9.1.1 Refund & Cancellation policy

GlobalSign has a comprehensive refund & Cancellation policy. Further information on this refund & cancellation policy can be found at: <u>http://www.globalsign.com/repository</u>.

# 9.2 Financial Responsibility

GlobalSign maintains sufficient resources to meet its perceived obligations under this CPS. The GlobalSign CA makes this service available on an "as is" basis. GlobalSign makes available a limited warranty plan published on http://www.globalsign.com/repository.

# 9.3 Confidentiality of Business Information

The GlobalSign CA observes personal data privacy rules and confidentiality rules as described in the GlobalSign CPS. Confidential information includes:

- Any personal identifiable information on subscribers, other than that contained in a certificate.
- Reason for the revocation of a certificate, other than that contained in published certificate status information.
- Audit trails.
- Correspondence regarding CA services.
- CA Private key(s).

The following items are not confidential information:

- Certificate and their content.
- Status of a certificate.

GlobalSign does not release nor is it required to release any confidential information without an authenticated and justified request specifying either:

- The party to whom the GlobalSign CA owes a duty to keep information confidential is the party requesting such information.
- A court order.

The GlobalSign may charge an administrative fee to process such disclosures.

Parties requesting and receiving confidential information are granted permission on the assumption that they use it for the requested purposes, secure it from compromise, and refrain from using it or disclosing it to third parties.

### 9.3.1 Disclosure Conditions

Non-confidential information can be disclosed to any subscriber and relying party under the conditions below:

• Only a single certificate is delivered per inquiry by subscriber or relying party.

• The status of a single certificate is provided per inquiry by a subscriber or relying party. Subscribers can consult the information the CA holds about them.

Confidential information may not be disclosed to subscribers nor to relying parties. The GlobalSign CA properly manages the disclosure of information to its CA personnel.

The GlobalSign CA authenticates itself to any party requesting the disclosure of information by:

- Presenting an authentication certificate at the request of the subscriber or relying party
- Signing responses to OCSP requests and CRLs.

The GlobalSign CA encrypts all communications of confidential information including:

- The communications link between the CA and the RAs.
- Sessions to deliver certificates and certificate status information.

To incorporate information by reference, the GlobalSign CA uses computer-based and text-based pointers that include URLs, etc.

### 9.4 **Privacy of Personal Information**

The GlobalSign CA makes available a specific Data Protection Policy for the protection of personal data of the applicant applying for a GlobalSign certificate that they make available through their web site. The GlobalSign CA adheres to the documented Data Protection Policy of GlobalSign NV available on http://www.globalsign.com/repository.

The practices and operations of the GlobalSign CA are within the boundaries of the Belgian law of 8 December, 1992, on privacy protection in relation to the processing of personal data as modified by the law of 11 December 1998, implementing the European Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (Official Journal L 281, 23/11/1995 p. 0031 – 0050).

The regulation on the protection of personal data in the Belgium implements the European Union Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

The GlobalSign CA also acknowledges Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector. The GlobalSign CA operates within the conditions for the protection of personal data asserted in this CPS.

### 9.5 Intellectual Property Rights

The GlobalSign CA owns and reserves all intellectual property rights associated with its databases, web sites, GlobalSign CA digital certificates and any other publication whatsoever originating from GlobalSign CA. This includes this CPS.

The Distinguished names of all CAs of the GlobalSign CA remain the sole property of GlobalSign, which enforces these rights.

Certificates are and remain property of the GlobalSign CA. The GlobalSign CA permits the reproduction and distribution of certificates on a non-exclusive, royalty-free basis, provided that they are reproduced and distributed in full, except that certificates are not published in any publicly accessible repository or directory without the express written permission of the GlobalSign CA. The scope of this restriction is also intended to protect subscribers against the unauthorised re-publication of their personal data featured on a certificate.

The GlobalSign CA owns and reserves all intellectual property rights associated with its own products and services that it has not explicitly transferred or released to another party.

## 9.6 **Representations and Warranties**

Unless otherwise provided in this CPS in connection with the EV guidelines, the following rules apply as to Representations and Warranties.

The GlobalSign CA uses this CPS, associated CPs and a subscriber agreement to convey legal conditions of usage of GlobalSign CA certificates to subscribers and relying parties.

Participants that may make representations and warranties include GlobalSign CA, RAs, subscribers, relying parties, and any other participants as it might become necessary.

All parties of the GlobalSign domain, including the GlobalSign CA, RAs and subscribers warrant the integrity of their respective private key(s). If any such party suspects that a private key has been compromised they will immediately notify the appropriate RA.

### 9.6.1 Subscriber Obligations

- Unless otherwise stated in this CPS, subscribers are responsible for having knowledge and, if necessary, seeking training on using digital certificates.
- Generating securely their private-public key pair, using a trustworthy system.
- Providing correct and accurate information in their communications with the GlobalSign CA.
- Ensuring that the public key submitted to the GlobalSign CA correctly corresponds to the private key used.
- Accepting all terms and conditions in the GlobalSign CA CPS and associated policies published in the GlobalSign CA Repository.
- Refraining from tampering with a GlobalSign certificate.
- Using GlobalSign certificates for legal and authorised purposes in accordance with this CPS.
- Notifying GlobalSign CA or a GlobalSign RA of any changes in the information submitted.
- Ceasing to use a GlobalSign certificate if any featured information becomes invalid.
- Ceasing to use a GlobalSign certificate when it becomes invalid.
- Removing a GlobalSign certificate when invalid from any applications and/or devices they have been installed on.
- Using a GlobalSign certificate, as it may be reasonable under the circumstances.
- Preventing the compromise, loss, disclosure, modification, or otherwise unauthorised use of their private key.
- For any acts and omissions of partners and agents subscribers use to generate, retain, escrow, or destroy any private keys.
- Refraining from submitting to GlobalSign CA or any GlobalSign CA directory any material that contains statements that violate any law or the rights of any party.
- Requesting the revocation of a certificate in case of an occurrence that materially affects the integrity of a GlobalSign CA certificate.
- Notifying the appropriate RA immediately, if a subscriber becomes aware of or suspects the compromise of a private key.

GlobalSign makes available a subscriber agreement in order to ensure that the subscriber is bound under the following terms:

- Submit accurate and complete information to GlobalSign in accordance with the requirements of this CPS particularly with regards to registration.
- Only use the key pair for electronic signatures and in accordance with any other limitations notified to the subscriber according to this CPS.
- Exercise reasonable care to avoid unauthorized use of its private key.
- Under the GlobalSign model the subscriber always generates its own keys, in which case the following terms also apply:

- Generate subscriber keys using an algorithm recognized as being fit for the purposes of electronic signatures;
- Use a key length and algorithm, which is recognized as being fit for the purposes of electronic signatures.
- Notify GlobalSign without any reasonable delay, if any of the following occur up to the end of the validity period indicated in the certificate:
  - The subscriber's private key has been lost, stolen, potentially compromised; or
  - Control over the subscribers private key has been lost due compromise of activation data (e.g. PIN code).
  - Inaccuracy or changes to the certificate content, as notified to the subscriber.

## 9.6.2 Relying Party Obligations

A party relying on a GlobalSign CA certificate must:

- Have the technical capability to use digital certificates.
- Receive notice of the GlobalSign CA and associated conditions for relying parties.
- Validate a GlobalSign CA certificate by using certificate status information (e.g. a CRL) published by the GlobalSign CA in accordance with the proper certificate path validation procedure.
- Trust a GlobalSign CA certificate only if all information featured on such certificate can be verified via such a validation procedure.
- Rely on a GlobalSign CA certificate, only as it may be reasonable under the circumstances.
- Notify the appropriate RA immediately, if the relying party becomes aware or suspects that a private key has been compromised.

The obligations of the relying party, if it is to reasonably rely on a certificate, are to:

- Verify the validity, revocation of the certificate using current revocation status information as indicated to the relying party.
- Take account of any limitations on the usage of the certificate indicated to the relying party, either in the certificate or this CPS.
- Take any other precautions prescribed in the subscriber agreement, GlobalSign certificate as well as any other policies or terms and conditions made available in the application context a certificate might be used.

Relying parties must at all times establish that it is reasonable to rely on a certificate under the circumstances taking into account circumstances such as the specific application context a certificate is used in.

### 9.6.2.1 Conveying Relying party obligations

In order to give uninhibited access to revocation information and subsequently invoke Trust in its own services, GlobalSign refrains from implementing an agreement with the relying party with regard to controlling the validity of certificate services with the purpose of binding relying parties to their obligations.

Much like it applies to any other participant of GlobalSign public services, however, the use of GlobalSign resources that relying parties make is implied to be governed by the conditions set out in GlobalSign policy framework instigated by the GlobalSign CP and the GlobalSign CPS.

Relying parties are hereby notified that the conditions prevailing in this CPS are binding upon them each time they consult a GlobalSign resource for the purpose of establishing trust and validating a certificate.

## 9.6.3 Subscriber Liability towards Relying Parties

Without limiting other subscriber obligations stated elsewhere in this CP, subscribers are liable for any misrepresentations they make in certificates to third parties that, reasonably, rely on the representations contained therein.

## 9.6.4 GlobalSign CA Repository and Web site Conditions

Parties (including subscribers and relying parties) accessing the GlobalSign CA Repository and web site agree with the provisions of this CPS and any other conditions of usage that GlobalSign may make available. Parties demonstrate acceptance of the conditions of usage of the CPS by submitting a query with regard to the status of a digital certificate or by anyway using or relying upon any such information or services provided. The GlobalSign CA Repositories include or contain:

- Information provided as a result of the search for a digital certificate.
- Information to verify the status of digital certificates created with a private key corresponding to a public key listed in a certificate.
- Information to verify the status of a digital certificate before encrypting data using the public key included in a certificate
- Information published on the GlobalSign CA web site.
- Any other services that GlobalSign CA might advertise or provide through its web site.

If a repository becomes aware of or suspects the compromise of a private key, it will immediately notify the appropriate RA. The party that operates a Repository has exclusive responsibility of all acts or omissions associated with it.

The GlobalSign CA maintains a certificate repository during the application period and for a maximum of ten years after the expiration or revocation of a certificate. To verify its integrity, the complete repository will be made available to the GlobalSign RAs for queries at any time.

Additionally, the GlobalSign CA repository is available to relying parties.

### 9.6.4.1 Reliance at Own Risk

It is the sole responsibility of the parties accessing information featured in the GlobalSign CA Repositories and web site, to assess and rely on information featured therein. Parties acknowledge that they have received adequate information to decide whether to rely upon any information provided in a certificate. The GlobalSign CA takes steps necessary to update its records and directories concerning the status of the certificates and issue warnings about those. Failure to comply with the conditions of usage of the GlobalSign CA and the party.

### 9.6.4.2 Accuracy of Information

The GlobalSign CA makes every effort to ensure that parties accessing its repositories receive accurate, updated and correct information. The GlobalSign CA, however, cannot accept any liability beyond the limits set in this CPS and the GlobalSign CA Warranty policy.

## 9.6.5 GlobalSign CA Obligations

To the extent specified in the relevant sections of the CP, the GlobalSign CA does:

- Comply with this CPS and its amendments as published under <u>http://www.globalsign.com/repository</u>
- Provide infrastructure and certification services, including the establishment and operation of the GlobalSign CA Repository and web site for the operation of public certificate management services.
- Provide Trust mechanisms, including a key generation mechanism, key protection, and secret sharing procedures regarding its own infrastructure.
- Provide prompt notice in case of compromise of its own private key(s).

- Provide and validate application procedures for the various types of certificates that it makes publicly available.
- Issue electronic certificates in accordance with this CPS and fulfil its obligations presented herein.
- Revoke certificates issued according to this CPS upon receipt of a valid and authenticated request to revoke a certificate from an RA.
- Publish accepted certificates in accordance with this CPS.
- Provide support to subscribers and relying parties as described in this CPS.
- Provide for the expiration and renewal of certificates according to this CPS.
- Publish CRLs and/or OCSP responses of all revoked certificates on a regular basis in accordance with this CPS.
- Provide appropriate service levels according to a service agreement.
- Notify relying parties of certificate revocation by publishing CRLs on the GlobalSign CA repository.

The liability of GlobalSign CA under the above stated article for proven damages is limited to 1 Euro for any individual certificate, directly caused by the occurrences listed above. This limit might be reviewed by GlobalSign. GlobalSign might seek additional insurance coverage against risks emanating from the correctness of the information included in a certificate.

To the extent permitted by law the GlobalSign CA cannot be held liable for:

- Any use of certificates, other than specified in this CPS.
- Falsification of transactions.
- Improper use or misconfiguration of equipment, not operated under the responsibility of the CA, used in a transaction involving certificates.
- Compromise of private keys associated with the certificates.
- Loss, exposure or misuse of PIN code(s) etc. protecting private keys associated with the certificates.
- The submission of erroneous or incomplete data from an RA, including identification data, serial numbers and public key values
- Erroneous or incomplete requests for operations on certificates by the RA.
- Acts of God.
- The use of certificates.
- The use of public or private keys of cross-certified (non-subordinate) CA's and their relying parties.

The GlobalSign CA acknowledges it has no further obligations under this CPS.

## 9.6.6 Registration Authority Obligations

A GlobalSign RA operating within the GlobalSign network must:

- Generate securely an RA administrator key pair, using a trustworthy system directly or through an agent.
- Provide correct and accurate information in their communications with the GlobalSign CA.
- Ensure that the public key submitted to GlobalSign CA is the correct one (if applicable).
- Generating a new, secure key pair to be used in association with a certificate that they request from GlobalSign CA.
- Receive applications for the GlobalSign CA certificates in accordance with this GlobalSign CPS.
- Carry out all verification and authenticity actions prescribed by the GlobalSign CA procedures and this CPS.
- Submit to the GlobalSign CA the applicant's request in a signed message (certificate request).
- Receive, verify and relay to the GlobalSign CA all requests for revocation of a GlobalSign CA certificate in accordance with the GlobalSign CA procedures and the GlobalSign CA CPS.

• Verify the accuracy and authenticity of the information provided by the subscriber at the time of renewal of a certificate according to this CPS.

## 9.6.7 Information incorporated by reference into a digital certificate

The GlobalSign incorporates by reference the following information in every digital certificate it issues:

- Terms and conditions of the GlobalSign CA CPS.
- Any other applicable certificate policy as may be stated on an issued GlobalSign certificate.
- The mandatory elements of the standard X.509.
- Any non-mandatory but customised elements of the standard X.509.
- Content of extensions and enhanced naming that are not fully expressed within a certificate.
- Any other information that is indicated to be so in a field of a certificate.

The GlobalSign also incorporates by reference the following information in every ExtendedSSL digital certificate it issues:

• The CA/Browser Forum Guidelines for Extended Validation Certificates.

## 9.6.8 Pointers to incorporate by reference

To incorporate information by reference GlobalSign uses computer-based and text-based pointers. GlobalSign may use URLs, OIDs etc.

## 9.7 Disclaimers of Warranties

This section includes disclaimers of express warranties.

## 9.7.1 Limitation for Other Warranties

The GlobalSign CA does not warrant:

- The accuracy of any unverifiable piece of information contained in certificates except as it may be stated in the relevant product description below in this CPS (in particular, products issued under the Guidelines for Extended Validation Certificates) and in the GlobalSign CA Warranty Policy, if available.
- The accuracy, authenticity, completeness or fitness of any information contained in free, test or demo certificates.

## 9.7.2 Exclusion of Certain Elements of Damages

In no event (except for fraud or wilful misconduct) is the GlobalSign CA liable for:

- Any loss of profits.
- Any loss of data.
- Any indirect, consequential or punitive damages arising from or in connection with the use, delivery, license, and performance or non-performance of certificates or digital signatures.
- Any transactions or services offered or within the framework of this CPS.
- Any other damages except for those due to reliance on the verified information in a certificate, except for information featured on free, test or demo certificates.
- Any liability incurred in any case if the error in such verified information is the result of fraud or wilful misconduct of the applicant.

## 9.8 Limitations of Liability

The total liability of the GlobalSign is limited in accordance with the Limited Warranty Policy of GlobalSign.

Notice is hereby given that a certificate can only be relied upon for transactions involving a monetary value equal or lower than those published on the Limited Warranty Plan. Further information on the warranty conditions can be found at: <u>www.globalsign.com/repository</u>. An overview of the reliance limits is as follows:

Maximum limits in the GlobalSign Limited Warranty Plan for Subscribers		
PersonalSign 1 Certificates	0	EURO
PersonalSign 2 Certificates	2500	EURO
PersonalSign 2 Pro Certificates	2500	EURO
DocumentSign Certificates	5000	USD
PersonalSign 3 Certificates	37,500	EURO
PersonalSign 3 Pro Certificates	37,500	EURO
OrganizationSSL Certificates	100,000	EURO
DomainSSL certificates	10,000	EURO
Code Signing Certificates	37,500	EURO
GlobalSign Timestamping Certificates	2500	EURO
ExtendedSSL Certificates	cf. section 9.8.1	

## 9.8.1 Limitations on ExtendedSSL Certificate Liability

(1) Subscribers and Relying Parties

In cases where GlobalSign has issued and managed ExtendedSSL certificates or any other product in compliance with the EV Guidelines, GlobalSign shall not be liable to the ExtendedSSL Certificate Beneficiaries or any other third parties for any losses suffered as a result of use or reliance on such certificate beyond those specified in the CA's EV Policies.

In cases where GlobalSign has not issued or managed the Certificate in compliance with the EV Guidelines, GlobalSign will indemnify to the Subscriber and to Relying Parties for any cause of action or legal theory involved for any and all claims, losses or damages suffered as a result of the use or reliance on such ExtendedSSL certificate up to 250,000 EURO per loss, provided that all such purported limitations must also be specified in this CPS.

(2) Indemnification of Application Software Vendors

Notwithstanding any limitations on its liability to Subscribers and Relying Parties, GlobalSign acknowledges that the Application Software Vendors who has a root certificate distribution agreement in place do not assume any obligation or potential liability of GlobalSign under these Guidelines or that otherwise might exist because of the issuance or maintenance of ExtendedSSL certificates or reliance thereon by Relying Parties or others.

GlobalSign shall defend, indemnify, and hold harmless each Application Software Vendor for any and all claims, damages, and losses suffered by such Application Software Vendor related to an ExtendedSSL Certificate, regardless of the cause of action or legal theory involved.

This shall not apply, however, to any claim, damages, or loss suffered by such Application Software Vendor related to an ExtendedSSL certificate issued by GlobalSign where such claim, damage, or loss was directly caused by such Application Software Vendor's software displaying as not trustworthy an ExtendedSSL certificate that is still valid, or displaying as trustworthy: (1) an ExtendedSSL certificate that has expired, or (2) an ExtendedSSL certificate that has been revoked (but only in cases where the revocation status is currently available from the CA online, and the browser software either failed to check such status or ignored an indication of revoked status).

## 9.9 Indemnities

This section contains the applicable indemnities.

To the extent permitted by law, the subscriber agrees to indemnify and hold the GlobalSign CA harmless from any acts or omissions resulting in liability, any loss or damage, and any suits and

expenses of any kind, including reasonable attorneys' fees that the GlobalSign may incur as a result of failure to:

- Protect the subscriber's private key,
- Use a trustworthy system as required
- Taking precautions necessary to prevent the compromise, loss, disclosure, modification, or unauthorised use of the subscriber's private key
- Attend to the integrity of the GlobalSign Root.

## 9.10 Term and Termination

This CPS remains in force until notice of the opposite is communicated by the GlobalSign CA on its web site or repository.

Notified changes are appropriately marked by an indicated version. Following publications, changes become applicable 30 days thereafter.

## 9.11 Individual notices and communications with participants

The GlobalSign CA accepts notices related to this CPS by means of digitally signed messages or in paper form. Upon receipt of a valid, digitally signed acknowledgment of receipt from GlobalSign CA, the sender of the notice deems its communication effective. The sender must receive such acknowledgment within twenty (20) business days, or else written notice must then be sent in paper form through a courier service that confirms delivery or via certified or registered mail, postage prepaid, return receipt requested, addressed as follows. Individuals communications made to the GlobalSign CA must be addressed to legal@globalsign.com or by post to the GlobalSign in the address mentioned in the introduction of this document.

## 9.12 Amendments

Changes to this CPS are indicated by appropriate numbering.

## 9.13 Dispute Resolution Procedures

Before resorting to any dispute resolution mechanism including adjudication or any type of Alternative Dispute Resolution (including without exception mini-trial, arbitration, binding expert's advice, co-operation monitoring and normal expert's advice) parties agree to notify GlobalSign of the dispute with a view to seek dispute resolution.

Upon receipt of a Dispute Notice, GlobalSign convenes a Dispute Committee that advises GlobalSign management on how to proceed with the dispute. The Dispute Committee convenes within twenty (20) business days from receipt of a Dispute Notice. The Dispute Committee is composed by a counsel, a data protection officer, a member of GlobalSign operational management and a security officer. The counsel or data protection officer chair the meeting. In its resolutions the Dispute Committee proposes a settlement to the GlobalSign executive management. The GlobalSign executive management may subsequently communicate the proposed settlement to the resting party.

## 9.13.1 Arbitration

If the dispute is not resolved within thirty (30) business days after initial notice pursuant to CPS, parties submit the dispute to arbitration, in accordance with art. 1676-1723 of the Belgian Judicial Code.

There will be 3 arbitrators of whom each party proposes one while both parties of the dispute choose the third arbitrator. The place of the arbitration is Leuven, Belgium and the arbitrators determine all associated costs.

For all technology related disputes and disputes related to this CPS, the parties accept the arbitration authority of the Belgian branch of Stichting Geschillenoplossing Automatisering (Foundation for the Settlement of Automation Disputes) with registered offices in:

J. Scheepmansstraat 5,

3050 Oud-Heverlee, Belgium.

Tel.: +32-47-733 82 96, Fax: + 32-16-32 54 38.

## 9.14 Governing Law

This CPS is governed, construed and interpreted in accordance with the laws of Belgium. This choice of law is made to ensure uniform interpretation of this CPS, regardless of the place of residence or place of use of GlobalSign digital certificates or other products and services and regardless of the venue, country and legal entity offering and selling the GlobalSign certificates. The law of Belgium apply also to all GlobalSign commercial or contractual relationships in which this CPS may apply or quoted implicitly or explicitly in relation to GlobalSign products and services where the GlobalSign acts as a provider, supplier, beneficiary receiver or otherwise.

Each party, including GlobalSign partners, subscribers and relying parties, irrevocably submit to the jurisdiction of the district courts of Leuven, Belgium.

## 9.15 Compliance with Applicable Law

GlobalSign CA complies with applicable laws of Belgium. Export of certain types of software used in certain GlobalSign CA public certificate management products and services may require the approval of appropriate public or private authorities. Parties (including the GlobalSign CA, subscribers and relying parties) agree to conform to applicable export laws and regulations as pertaining in Belgium.

## 9.16 Compelled Attacks

GlobalSign CA is subject to Belgium jurisdiction and regulatory framework. GlobalSign's CA infrastructure is based in Belgium, and RA infrastructure is based in Belgium and Japan. GlobalSign's sales offices and/or strategic partners have no access to any part of GlobalSign's CA infrastructure. GlobalSign will use all reasonable legal defence against being compelled by a third party to issue certificates in violation of the CPS.

## 9.17 Miscellaneous Provisions

## 9.17.1 Survival

The obligations and restrictions contained under section "Legal Conditions" survive the termination of this CPS.

## 9.17.2 Severability

If any provision of this CPS, including limitation of liability clauses, is found to be invalid or unenforceable, the remainder of this CPS should be interpreted in such manner as to represent the original intention of the parties.

### 9.17.3 Other provisions

This CPS shall be binding upon the successors, executors, heirs, representatives, administrators, and assigns, whether express, implied, or apparent, of the parties that this CP/CPS applies to. The rights and obligations detailed in this CPS are assignable by the parties, by operation of law

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(including as a result of merger or a transfer of a controlling interest in voting securities) or otherwise, provided such assignment is undertaken consistent with this CPS articles on termination or cessation of operations, and provided that such assignment does not affect a notation of any other debts or obligations the assigning party owes to other parties at the time of such assignment.

# 10.0 List of definitions

#### ACCEPT (A CERTIFICATE)

To approve of a digital certificate by a certificate applicant within a transactional framework. **ACCREDITATION** 

A formal declaration by an approving authority that a certain function/entity meets specific formal requirements

#### APPLICATION FOR A CERTIFICATE

A request sent by a certificate applicant to a CA to issue a digital certificate **APPLICATION PROGRAMMING INTERFACE (API)** 

An application programming interface (API) is a source code interface that an operating system or library provides to support requests for services to be made of it by computer programs **APPLICATION SOFTWARE VENDOR**:

A developer of Internet browser software or other software that displays or uses certificates and distributes root certificates, such as KDE, Microsoft Corporation, Mozilla Corporation, Opera Software ASA, and Red Hat, Inc.

#### **APPROVED HARDWARE DEVICE:**

Hardware devices that securely generate and store either a Certification Authority's or a Subscriber's key pair and certificate chain and perform signing, encryption and/or authentication. Both hardware security modules and tokens are forms of cryptographic hardware.

In the case of end entity private key protection, approved hardware is defined as minimum FIPS-140-1 level 2 and in the case of subordinate CA, approved hardware is minimum FIPS 140-1 level 3 Cryptographic hardware.

#### ASSURANCES

A set of statements or conduct aiming at conveying a general intention.

AUDIT

Procedure used to validate compliance with formal criteria or controls.

#### AUTHENTICATION

A process used to confirm the identity of a person or to prove the integrity of specific information by placing them within the right context and verifying such relationship.

## AUTHORISATION

Granting of rights.

## AVAILABILITY

The rate of accessibility of information or resources.

#### HARDWARE MODULE

The complete system of the hardware module used to keep the certificates and securely generate a key pair.

#### BINDING

A statement by an RA of the relationship between a named entity and its public key.

#### CERTIFICATE

The public key of a subject and the associated information, digitally signed with the private key of the issuer of the certificate. Unless explicitly specified, the certificates described here are the subscriber's ones.

#### **CERTIFICATE REVOCATION LIST OR CRL**

A list maintained by the CA of certificates that are revoked before their expiration time.

## **CERTIFICATION AUTHORITY OR CA**

An entity that is trusted to associate a public key to the information on the subject, contained in the certificate. Unless explicitly specified, the CA described herein is the GlobalSign CA.

### **CERTIFICATION PRACTICE STATEMENT OR CPS**

A statement of the practices in the management of certificates during all life phases. **CERTIFICATE STATUS SERVICE** OR **CSS** 

A service, enabling relying parties and others to verify the status of certificates.

#### CERTIFICATE CHAIN

A hierarchical list certificates containing an end-user subscriber certificate and CA certificates. **Certificate expiration** 

The end of the validity period of a digital certificate.

#### **CERTIFICATE EXTENSION**

A field in the digital certificate used to convey additional information on issues that include: the public key, the certified subscriber, the certificate issuer, and/or the certification process.

#### **CERTIFICATE HIERARCHY**

A level based sequence of certificates of one (root) CA and subordinate entities that include, CAs and subscribers.

#### **CERTIFICATE MANAGEMENT**

Actions associated with certificate management include storage, dissemination, publication, revocation of certificates.

### CERTIFICATE REVOCATION LIST (CRL)

A list issued and digitally signed by a CA that includes revoked certificates. Such list is to me consulted by relying parties at all times prior to relying on information featured in a certificate. CERTIFICATE SERIAL NUMBER

A sequential number that uniquely identifies a certificate within the domain of a CA.

### CERTIFICATE SIGNING REQUEST (CSR)

A machine-readable application form to request a digital certificate.

#### **CERTIFICATION**

The process to issue a digital certificate.

#### **CERTIFICATION AUTHORITY (CA)**

An authority, such as the GlobalSign CA that issues or revokes a digital certificate. **CERTIFICATE POLICY (CP)** 

#### A statement of the practices of a CA and the conditions of issuance, revocation etc. of a certificate. A CP is also used as guidance to establish the trustworthiness of a certification services infrastructure.

#### **CERTIFICATE ISSUANCE**

Delivery of X.509 v3 digital certificates for authentication and digital signature based on personal data and public keys provided by the RA and compliant with RFC 3647 and RFC 3039

#### **CERTIFICATE REVOCATION**

Online service used to permanently disable a digital certificate before its expiration date **CERTIFICATE REVOCATION LISTS** 

Online publication of complete and incremental digital certificates revocation lists compliant with **RFC 5280** 

#### COMMERCIAL REASONABLENESS

A legal term from Common Law. In electronic commerce it means the usage of technology that provide reasonable assurance of trustworthiness.

#### COMPROMISE

A violation of a security policy that results in loss of control over sensitive information.

#### **CONFIDENTIALITY**

The condition to disclose data to selected and authorised parties only.

#### **CONFIRM A CERTIFICATE CHAIN**

To validate a certificate chain in order to validate an end-user subscriber certificate.

## **DIGITAL CERTIFICATE**

A formatted piece of data that relates an identified subject with a public key the subject uses. DIGITAL SIGNATURE

To encode a message by using an asymmetric cryptosystem and a hash function such that a person having the initial message and the signer's public key can accurately determine whether the transformation was created using the private key that corresponds to the signer's public key and whether the initial message has been altered since the transformation was made.

## DISTINGUISHED NAME

A set of data that identifies a real-world entity, such as a person in a computer-based context. DIRECTORY SERVICE

Online publication of certificates allowing the retrieval of a certificate based on its certificate identifier.

### END-USER SUBSCRIBER

### A subscriber other than another CA.

### **ENHANCED NAMING**

The usage of an extended organization field (OU=) in an X.509 v.3.0 certificate.

## **ENTERPRISE EV CERTIFICATE**

An EV Certificate that an Enterprise RA authorizes the CA to issue at third and higher domain levels that contain the domain that was included in an original Valid EV Certificate issued to the Enterprise RA.

**ENTERPRISE RA:** The Subject of a specified Valid EV Certificate that is authorized by the issuing CA to perform the RA function and authorize the CA to issue additional EV Certificates at third and higher domain levels that contain the domain that was included in the original EV Certificate, in accordance with the requirements of these Guidelines.

#### **EXTENSIONS**

Extension fields in X.509 v.3.0 certificates.

#### GENERATE A KEY PAIR

A trustworthy process to create private keys during certificate application whose corresponding public key are submitted to the applicable CA during certificate application in a manner that demonstrates the applicant's capacity to use the private key.

#### **GOVERNMENT ENTITY**

A government-operated legal entity, agency, department, ministry, or similar element of the government of a country, or political subdivision within such country (such as a state, province, city, county, etc.).

#### HASH

An algorithm that maps or translates one set of bits into another (generally smaller) set in such a way that:

A message yields the same result every time the algorithm is executed using the same message as input.

It is computationally infeasible for a message to be derived or reconstituted from the result produced by the algorithm.

It is computationally infeasible to find two different messages that produce the same hash result using the same algorithm.

### IDENTIFICATION

The process to confirm the identity of an entity. Identification is facilitated in public key cryptography by means of certificates.

#### INCORPORATE BY REFERENCE

To make one document a part of another by identifying the document to be incorporated, with information that allows the recipient to access and obtain the incorporated message in its entirety, and by expressing the intention that it be part of the incorporating message. Such an incorporated message shall have the same effect as if it had been fully stated in the message.

#### INCORPORATING AGENCY

In the case of a Private organization, the government agency in the Jurisdiction of Incorporation under whose authority the legal existence of the Private organization was established (e.g., the government agency that issued the Certificate of Incorporation). In the case of a Government Entity, the entity that enacted the law, regulation, or decree establishing the legal existence of the Government Entity.

#### JURISDICTION OF INCORPORATION

In the case of a Private organization, the country and (where applicable) the state or province where the organization's legal existence was established by a filing with (or an act of) an appropriate government agency or entity (e.g., where it was incorporated). In the case of a Government Entity, the country and (where applicable) the state or province where the Entity's legal existence was created by law.

#### **KEY GENERATION PROCESS**

The trustworthy process of creating a private/public key pair. The public key is supplied to a CA during the certificate application process.

### KEY PAIR

A private key and its corresponding public key in asymmetric encryption.

NOTICE

The result of notification to parties involved in receiving CA services in accordance with this CPS. **NOTIFY** 

To communicate specific information to another person as required by this CPS and applicable law.

#### NOTARISED TIME STAMPING

Online service used to timestamp and securely archive a document; the document is retimestamped on a regular basis with up-to-date technology.

#### **OBJECT IDENTIFIER**

A sequence of integer components that can be assigned to a registered object and that has the property of being unique among all object identifiers within a specific domain.

#### **PKI** HIERARCHY

A set of CAs whose functions are organised according to the principle of delegation of authority and related to each other as subordinate and superior CA.

#### PLACE OF BUSINESS

The location of any facility (such as a factory, retail store, warehouse, etc) where the Applicant's business is conducted

#### PRIVATE KEY

A mathematical key to create digital signatures and sometimes (depending upon the algorithm) to decrypt messages in combination with the corresponding public key.

#### PUBLIC KEY

A mathematical key that can be made publicly available that is used to verify signatures created with its corresponding private key. Depending on the algorithm, public keys can also be used to encrypt messages or files which can then be decrypted with the corresponding private key. **PUBLIC KEY CRYPTOGRAPHY** 

Cryptography that uses a key pair of mathematically related cryptographic keys.

## PUBLIC KEY INFRASTRUCTURE (PKI)

The architecture, organization, techniques, practices, and procedures that collectively support the implementation and operation of a certificate-based public key cryptographic system.

### **QGIS (QUALIFIED GOVERNMENT INFORMATION SOURCE)**

A regularly-updated and current publicly available database designed for the purpose of accurately providing the information for which it is consulted, and which is generally recognized as a dependable source of such information provided they are maintained by a Government Entity

#### **QIIS (QUALIFIED INDEPENDENT INFORMATION SOURCES)**

A regularly-updated and current publicly available database designed for the purpose of accurately providing the information for which it is consulted, and which is generally recognized as a dependable source of such information.

#### **REGISTERED AGENT**

An individual or entity that is both:

authorized by the Applicant to receive service of process and business communications on behalf of the Applicant; and

listed in the official records of the Applicant's Jurisdiction of Incorporation as acting in the role specified in (a) above.

#### **REGISTERED OFFICE**

The official address of a company, as recorded with the Incorporating Agency, to which official documents are sent and legal notices received.

#### **REGISTRATION NUMBER**

The unique number assigned to the Private organization Applicant or Subject entity by the Incorporating Agency in such entity's Jurisdiction of Incorporation.

#### **REGISTRATION AUTHORITY OR RA**

An entity that has the responsibility to identify and authenticate subscribers. The RA does not issue certificates. It merely requests the issuance of a certificate on behalf of applicants whose identity it has verified.

#### RELATIVE DISTINGUISHED NAME (RDN)

A set of attributes that distinguishes the entity from others of the same type. **RELIANCE** 

To accept a digital signature and act in a way that shows trust in it.

RELYING PARTY

Any entity that relies on a certificate for carrying out any action.

REPOSITORY

A database and/or directory listing digital certificates and other relevant information accessible on-line.

#### **REVOKE A CERTIFICATE**

To permanently end the operational period of a certificate from a specified time forward. **SECRET SHARE** 

A portion of a cryptographic secret that has been divided among a number of physical tokens, such as smart cards etc.

#### SECRET SHARE HOLDER

An person that holds a secret share.

#### SHORT MESSAGE SERVICE (SMS)

A service for sending messages of up to 160 characters (224 characters if using a 5-bit mode) to mobile phones.

#### SIGNATURE

A method that is used or adopted by a document originator to identify himself or herself, which is either accepted by the recipient or its use is customary under the circumstances.

#### SIGNER

A person who creates a digital signature for a message, or a signature for a document.

## SMART CARD

A hardware token that contains a chip to implement among others cryptographic functions. **STATUS VERIFICATION** 

Online service based on the Online Certificate Status Protocol (RFC 2560) used to determine the current status of a digital certificate without requiring CRLs

#### SUBJECT OF A DIGITAL CERTIFICATE

The named party to which the public key in a certificate is attributable, as user of the private key corresponding to the public key.

#### SUBORDINATE CA

Certification authority whose certificates are signed by the Root CA, or another Subordinate CA. **SUBSCRIBER** 

The subject of a digital certificate, or a party designated by the subject to apply for the certificate. **SUBSCRIBER AGREEMENT** 

The agreement between a subscriber and a CA for the provision of public certification services. **TRUSTED POSITION** 

A role within a CA that includes access to or control over cryptographic operations that may allow for privileged access to the issuance, use, or revocation of certificates, including operations that restrict access to a repository.

#### TRUSTWORTHY SYSTEM

Computer hardware, software, and procedures that provide an acceptable level against security risks, provide a reasonable level of availability, reliability, and correct operation and enforce a security policy.

## ТРМ

Trusted Platform Module – A hardware cryptographic device which is defined by the Trusted Computing Group. <u>https://www.trustedcomputinggroup.org/specs/TPM</u>.

#### GLOBALSIGN CA REGISTRATION AUTHORITY

An entity that verifies and provides all subscriber data to the GlobalSign CA.

#### GLOBALSIGN CA PUBLIC CERTIFICATION SERVICES

A digital certification system made available by GlobalSign CA as well as the entities that belong to the GlobalSign CA domain as described in this CPS.

#### GLOBALSIGN CA PROCEDURES

A document describing the GlobalSign CA's internal procedures with regard to registration of end users, security etc.

**WEBTRUST FOR EV PROGRAM:** The additional audit procedures specified for CAs that issue EV Certificates by the AICPA/CICA to be used in conjunction with its WebTrust Program for Certification Authorities.

**WEBTRUST FOR CA PROGRAM**: The then-current version of the AICPA/CICA WebTrust Program for Certification Authorities, available at http://www.webtrust.org/certauth fin.htm.

## WEB -- WORLD WIDE WEB (WWW)

A graphics based medium for the document publication and retrieval of information on the Internet.

### WRITING

Information accessible and usable for reference.

#### X.509

The standard of the ITU-T (International Telecommunications Union-T) for digital certificates.

# 11.0 List of acronyms

CA: Certification Authority **RA: Registration Authority** LRA: Local Registration Authority CEN/ISSS: European Standardization Committee / Information Society Standardization System **CP:** Certificate Policy **CPS: Certification Practice Statement** ETSI: European Telecommunications Standards Institute GSCA: GlobalSign Certification Authority IETF: Internet Engineering Task Force ISO: International Standards organization ITU: International Telecommunications Union **OCSP: Online Certificate Status Protocol** PKI: Public Key Infrastructure **RFC: Request for Comments** SSCD: Secure Signature Creation Device VAT: Value Added Tax