



General Conditions

Article 1. - Definitions

Client: A natural person or legal entity requesting the services covered by this contract.
SPSE: SIX Payment Services (Europe) S.A., 10, rue Gabriel Lippmann, L-5365 Munsbach, registered with the R.C.S. Luxembourg under B 144087.
Certification Authority or CA (PKI): The entity that issues and manages electronic certificates.
Certificate: An electronic document with a structured format, signed with the private key of a trusted CA recognized by SPSE that validates the link between a public key and its owner.
Third-Party Items: Program elements, either in the form of source or executable code, that are developed by companies other than SPSE.
Issuer: A SOFiE participant that has issued an encoded file to another SOFiE participant. The files are encoded by combining the recipient's certificate and its own private key.
Entity: Any entity that may exchange IT data either for its own behalf or on behalf of another entity (e.g., a fiduciary that affects transfers for its clients).
Participant ID: Each SOFiE participant is identified by a unique number. This number is linked to a personal password.
LDAP: "Lightweight Directory Access Protocol"; a directory access protocol. The directory allows data to be stored and organized using a standard format. CETREL will create an LDAP to integrate all the SOFiE network participant identification information that is required to use the SOFiE tool functions and all SOFiE network participant certificates.

SOFiE Tool (hereinafter, "tools"): A computer program provided by SPSE to a SOFiE participant that allows encoded computer files to be exchanged with SPSE or a Third-Party SOFiE participant, as well as private key and electronic certificate management.

SOFiE participant: Any person who, on behalf of an entity or a Third-Party SOFiE participant, is authorized by SPSE to exchange encoded computer files using SOFiE. SPSE issues a unique ID number to each participant. Each participant must sign a SOFiE participant contract.

SOFiE Network: All of the SOFiE participants that have been accepted by SPSE that can exchange computer files with SPSE.

Encode (Encoding): Signing and encrypting computer data so that only the recipient can access the information. Encoding combines authentication, non-repudiation, data integrity and confidentiality.

Article 2. - Purpose of the Contract

The parties hereby agree to the terms and conditions for the access and use by client of the services covered by this contract.

The contract covers:

- The SOFiE service, which enables SOFiE participants to exchange encoded files with SPSE or a Third-Party Participant. To provide this service, SPSE makes the SOFiE Tool available to each SOFiE participant. This tool 1) generates a private and public key on its own infrastructure, 2) generates the electronic certificate request, 3) encodes the data, 4) allows for the electronic transfer of encoded files to SPSE, 5) decodes the encoded files sent by SPSE, and 6) verifies the exchanged files.
A Help Desk service that provides remote support to client to install and use SOFiE.
SPSE reserves the right at any time to alter the tools provided in connection with the services that are covered by this contract.
SPSE also reserves the right to alter the services covered by this contract.

Article 3. - Contract Requirements

The participant and the client must have an e-mail address to receive SPSE automated messages. The client must certify that the information provided pursuant to this contract is complete and assumes all liability in the event of an error in or absence of the information requested. If SPSE determines that the information provided is incorrect or incomplete, it may refuse to execute the contract and the SOFiE participant shall have no recourse against SPSE.

Article 4. - Identification

Upon execution of this contract, each client will receive a sealed envelope with their SOFiE participant ID. The sealed envelope contains the password that will allow client to connect for the first time using the SPSE SOFiE Tool. The client assumes all liability related to disclosure of the password in the envelope. When connecting for the first time, the client must change his initial password and the initial password in the envelope will become invalid. The client assumes all liability for the disclosure of the new password issued to them. The client must regularly change their password using the function provided in the SOFiE Tool. If the client suspects that a third party has obtained their password, they must immediately inform SPSE so that SPSE can block the participant ID. A new ID will be issued to the SOFiE participant after a "Replacement" request is submitted using this contract.

Article 5. - Tool Installation

The client is responsible for providing the infrastructure (PC, operating system, communication infrastructure, etc.) on which the SPSE tools are to be installed. The client must install and configure the tools. The SOFiE Tool, technical information and installation procedures can be accessed on www.sofie.lu. SPSE reserves the right to make recommendations to the client regarding the technical infrastructure used and the installation of the tools provided by SPSE. The client is fully responsible for any failure to follow said recommendations. SPSE may not be held liable for any tool malfunction, whether caused by an incompatibility, incorrect configuration, the technical platform, operating systems, third-party programs, or telecommunication network breakdown.

Article 6. - Use of the Tools

The client acknowledges to only have the right to use the tools provided by SPSE in connection with the services offered thereby. The participant does not have the right to reuse, extract, decompile, or market all or part of the tools provided. SPSE has integrated third-party elements in the tools, which are covered by license or use contracts between SPSE and said third parties. If a third party claims damages against SPSE based on unauthorized use of the tools by a SOFiE participant, SPSE may exercise recourse against the SOFiE participant to collect any damages paid. SPSE reserves the right to make recommendations to the client regarding the correct use of its infrastructure. The client is fully responsible for any failure to follow said recommendations.

Article 7. - Security

SPSE has integrated the management functions into SOFiE necessary to enable the client to create their private key and receive their certificate. The client is fully responsible for the non-disclosure of their login password. If the client suspects that a third party has obtained their password, the client must immediately inform SPSE so that SPSE can take steps to prevent fraudulent use. The client hereby acknowledges to have received all necessary additional information from SPSE regarding the encoding procedures used for the SOFiE service, their effectiveness and their limitations. The client that said information is sufficient and hereby formally releases SPSE from any liability for the consequences of a violation of the security procedures.

Article 8. - Intellectual Property

SPSE remains the owner of its patents, trademarks, copyrights, tools, methods, documentation, know-how and any other intellectual property rights that it may have used or developed in connection with the performance of this contract. The client is prohibited from distributing to any third party whatsoever, including at no cost, all or part of the knowledge acquired while using SPSE's tools without SPSE's express consent.

Article 9. - Certification Authority

The Certification Authority used by SOFiE is LuxTrust S.A. Certificates needed to use the tool must be ordered from LuxTrust S.A. using the order forms available from LuxTrust S.A. via the website www.luxtrust.lu.

Article 10. - Changes to the Contract

Any changes in administrative information of this contract must be made by the client with SPSE's Commercial Service by electronic mail (e-mail) sent to the attention of helpdesk.lux@six-payment-services.com. Changes in the technical information set forth in this contract shall not terminate the contract, but shall serve solely to change the technical information. If a participant's information changes, they shall be issued a new participant ID when a new contract is signed. The previous contract shall be terminated.

Article 11. - Change to the General Conditions

These conditions may be amended or supplemented at any time, without notice, depending on changes in tools, changes in legislation or for any other reason deemed necessary by SPSE. Only the online version is applicable and the client must inform himself about the changing conditions. It is possible that during the use of the services covered by this contract, general conditions have been changed.

Article 12. - Support

SPSE assumes no responsibility for direct or indirect damage caused to the client due to action taken by client based on instructions from SPSE. SPSE assumes no liability for direct or indirect damage caused to the client when SPSE works at the SOFiE client's site.

Article 13. - Service Accessibility

SPSE hereby agrees to take all steps necessary to ensure that the SOFiE Network operates correctly. SPSE reserves the right to temporarily suspend access to SPSE services, in particular for technical reasons. When SPSE is able to anticipate temporary service suspension, it shall exercise its best effort to inform the participant thereof in advance by any appropriate means. The participant hereby releases SPSE from any consequences that may arise due to a temporary suspension of SPSE services, as well as any consequences that may arise from a breakdown, malfunction or incorrect use of the tools made available by SPSE, or from any other technical incident, even if SPSE is responsible for it. SPSE reserves the right to permanently or temporarily withdraw SPSE service access right from the participant if the participant has not complied with their obligations or SPSE's recommendations.

Article 14. - Pricing

Prices are exclusive of VAT based on " l'échelle mobile des salaires " published by STATEC. They will be automatically adjusted in case of a change of this index. The client shall bear all infrastructure costs (communication hardware, etc.) to access SPSE's services. If the contract is terminated, the client shall not have any right to be reimbursed any amounts invoiced. The SOFiE service shall be invoiced annually, the first time at the end of the month contract execution, except if provided otherwise.

Concerning the certificates issued by LuxTrust SA, billing is established by LuxTrust S.A.

Article 15. - Liability

The client assumes sole and full responsibility for the content of information exchanged by SPSE. The responsibility of SPSE consequently cannot be initiated because of the nature or content of communications, messages or information sent through its network. SPSE could not be liable for any loss or denaturing communications or messages caused by the misuse of tools or services by the client. In the course of providing services under this contract, SPSE assumes an obligation of means (obligation de moyens). SPSE will do its best to ensure availability of services and tools, security system and your privacy. SPSE liability shall be incurred in case of temporary or total unavailability of services and tools or in the event of force majeure, fortuitous event or cause, as defined by Luxembourg courts. It is expressly agreed that if SPSE would be held responsible in the performance of this contract, the client shall not be eligible for other benefits and damages that the reimbursement of payments for subscription services for the year immediately preceding the damage.

Article 16. - Confidentiality

The client hereby acknowledges that SPSE registers the electronic certificates and the parameters that allow them to be routed by the SOFiE Network in an LDAP. The LDAP may be accessed by all SOFiE participants using their technical infrastructure. The client hereby agrees to not disclose, at any time whatsoever, the information of which it may become aware, in any form whatsoever, by subscribing to SPSE's services.

Article 17. - Duration

This contract shall enter into effect at the date of signature of the contract by the client, and is concluded for an indefinite term. It shall only terminate when terminated by one of the parties.

Article 18. - Termination

Either party may terminate this contract with 3 months notice by email. The client will send the cancellation to the attention of helpdesk.lux@six-payment-services.com. SPSE will send termination of the contract by e-mail to the a-mail addresses contained under the headings "Information on the participant SOFiE" and "Technical information". SPSE may terminate with immediate effect the contract in case of a serious breach of its obligations by the customer, or in case of risk to other network participants SOFiE, caused by the customer. The files that would be in process of being transmitted at the time of the termination with immediate effect will not be sent to the recipients. In a termination with immediate effect, SPSE transmit information regarding the termination by electronic mail (e-mail) to the client.

Article 19. - Data protection

Any personal data that the client or participant SOFiE communicate to SPSE are processed in accordance with the Law of 2 August 2002 on the protection of persons with regard to the processing of personal data (the "Law on data protection"). The data will be processed in order to enable the participant to use SOFiE services covered by this contract. It will not be used for commercial purposes or for other purposes. Personal data will be stored as long as necessary to provide the services covered by this contract and to comply with the statutory limitation periods. However, SPSE can not remove all risks associated with Internet use.

In accordance with the law on data protection, any person has the right to access, modify, delete or object to any processing of data relating to him. To make use of its rights, the individual may contact SPSE. Article 20. - Choice of Law and Forum This contract is subject to Luxembourg law. Any dispute in connection with this contract will be the exclusive jurisdiction of competent courts of the Grand Duchy of Luxembourg.

Table with 3 columns: SOFiE Participant, Client SOFiE, SIX Payment Services (Europe) S.A. and rows for Read and approved at, Name, On.

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