

Terms and Conditions of Use for Natural Person

Document Change History

Version	Date	Changes Description	Responsible
1.0	05/07/2024	Final Version.	Touir Mustapha
1.1	20/08/2026	Amended to change "Subscriber Agreement" to "Terms and Conditions of Use".	Technology Source
1.2	24/09/2026	Amendment to update Technology Source contact information.	Technology Source

Document Approval

Version	Approver (Name / Title)	Signature
1.2	PKI GB Director : Muhanad Ali Salim	Date : 24/09/2026

Terms and Conditions of Use for Natural Person

(For Document Signing and SMIME Certificates)

1. Definitions.

The following definitions are used throughout these terms and conditions of use.

"Certificate" means an electronic document that uses a digital signature to connect a public key with an identity (person or organization) and, at least, states a name or identifies the issuing certificate authority, identifies the subscriber, contains the subscriber's public key, identifies the certificate's operational period, contains a certificate serial number, and contains a digital signature of the issuing certificate authority.

"Certificate Application" means a request to a CA for the issuance of a certificate.

"Certification Authority" or "CA" means an entity authorized to issue, suspend, or revoke certificates. For purposes of these terms and conditions of use, CA shall mean Technology Source.

"Certificate Policy" or "CP" means a document, as revised from time to time, representing the set of rules that indicates the applicability of a Certificate issued by Technology Source to a subscriber.

"Certification Practice Statement" or "CPS" means a document, as revised from time to time, representing a statement of the practices a CA employs in issuing certificates. Technology Source CPSs are published at Technology Source public repository at the address at https://pki.techsource.iq.

"Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, trademarks, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

"Public Key Infrastructure" or "PKI" means a set of hardware, software, people, procedures, rules, policies, and obligations used to facilitate the trustworthy creation, issuance, management, and use of certificates and keys based on Public Key Cryptography. In the context of these terms and conditions of use, PKI shall refer to the PKI operated by Technology Source to enable the deployment and use of certificates issued by the Subordinate CAs.

"Registration Authority" or "RA" means a legal entity that is responsible for identification and authentication of subjects of certificates, but is not a CA, and hence does not sign or issue certificates. An RA may assist in the certificate application process or revocation process or both. When "RA" is used as an adjective to describe a role or function, it does not necessarily imply a separate body, but can be part of the CA. In the context of these terms and conditions of use, the RA term refers to Technology Source internal RA that is responsible for exposing and fulfilling the certifications services from Technology Source CAs.

"Relying Party" Any natural person or legal entity that relies on a valid certificate.

"Repository" A trustworthy system for storing and retrieving certificates or other information relevant to certificates. Technology Source public repository is accessible at the address at : https://pki.techsource.iq

"Services" mean, collectively, the services offered by Technology Source to subscribers in delivering digital certificate issuing and revocation services together with the related supporting functions.

"Secure cryptographic device" device which holds the user's private key, protects this key against compromise and performs signing or decryption functions on behalf of the user. In the context of these terms and conditions of use, it is the Hardware cryptographic device recommended by Technology source.

"Subscriber" means natural person to whom a certificate is issued and who is legally bound by these terms and conditions of use.

"Subject" means the natural person, future holder of the digital certificate.

2. Service Provided by Technology Source

After acceptance of these terms and conditions of use and payment of applicable fees, Technology Source shall provide the following services:

- **Online certificate Status Protocol (OCSP) Services and Responses and Certificate Revocation List (CRL)**
    - CRLs for any certificate containing a CRL certificate distribution point (CDP extension).
    - OCSP responders for any certificates containing an OCSP responder URL (AIA extension).
- **Certificates Issuance Services**
    - Technology Source exposes the Subordinate CAs certificate management functions through a web-based service referred to as the TS Web RA portal, which is accessible 24/7. Subscribers are enrolled in the TS Web RA portal to enable them to manage their own certificates.

- **Certificates Revocation Services**
  - Technology Source may revoke a certificate for the circumstances specified in the CPS or if Technology Source receives notice or otherwise becomes aware that the subscriber violated any of its material obligations under these terms and conditions of use.
- **Timestamping Services**
  - Technology Source offers a non-chargeable TSA service for timestamping digital signatures on code and documents. Technology Source reserves the right to withdraw the service or charge additional fees for the service depending on the business need.
- **Publishing Relevant Terms and Conditions of Use, Policies, and Practice Statements**
  - Technology Source publishes information about its Subordinate CAs certificates, CRLs and applicable CP & CPS documents on a repository that is publicly accessible at https://pki.techsource.iq. Technology Source also publishes other relevant documents, and terms and conditions of use (e.g., Subscriber, LRA and Relying Party, etc.) on the same repository.
- **Helpdesk Service to Respond to Certificate Problem Requests**
  - Technology Source provides a help desk service to respond to the complaints or suspected private key compromise, certificate misuse, or other types of fraud, compromise, misuse, or inappropriate conduct related to certificates at any time, or any other matter related to certificates by sending email to certificate.problem@techsource.iq.

3. Contact Information.

The following address is where you can get in touch with the Technology Source PKI GB.

Technology Source PKI Governance Board
Technology Source
Baghdad – Al Mansour – Hay Al Andalus – Nearby Algeria Embassy
Email: info@techsource.iq
Phone No.: +964 784 136 1693

The TS PKI GB accepts feedback regarding these terms and conditions of use only when they are addressed to the contact above.

4. Subscriber's Obligations.

- The subscriber accepts these terms and conditions of use and shall adhere to the requirements provided in the corresponding Technology Source CPS.
- The subscriber has the right to apply for issuing a certificate using the processes and systems made available by Technology Source as documented in the provided relevant subscriber manual.
- The subscriber shall provide accurate and complete information when requesting a certificate. The subscriber shall refrain from submitting to Technology Source any material that contains statements that violate any law or the rights of any party.
- If generating their own keys:
    - To use a Signature Creation Device (SCD) and software applications recommended by Technology Source,
    - To generate key pairs only using a Signature Device (SCD) approved by Technology Source,
    - The subscriber shall ensure that the public key submitted to Technology Source corresponds to the private key used,
    - The subscriber shall exercise appropriate and reasonable care to avoid unauthorized use of its private key,
    - The subscriber maintains reasonable measures to maintain sole control, keep confidential, and properly always protect the private key that corresponds to the public key to be included in the requested certificate.
- If subscriber's own keys are held remotely:
    - To submit to Technology Source the phone number of the mobile device which will only be in the subject's possession and control throughout the certificate validity period; it is the subject's responsibility if the mobile device is misplaced, lost or accessed by another person.
- Trustworthy systems and methods shall be used to generate public-private key pairs, moreover key length and algorithm must be used which is recognized as being fit for purpose for the requested certificate as per the applicable CPS,
- The subscriber shall use the provided certificate(s) solely in compliance with all applicable laws, applicable CPS and these terms and conditions of use.
- The subscriber is responsible for the content and nature of the documents to which the digital signature will be applied.
- The subscriber acknowledges and asserts that they have exclusive control of the e-mail address for which they are applying for a S/MIME certificate. Regardless of the certificate type, should the subscriber cease to exclusively own e-mail address or other identifying information, the subscriber shall immediately inform Technology Source who will promptly revoke the certificate in accordance with the relevant CPS.

4.1 Certificate Acceptance

The subscriber shall not use the certificate until it has reviewed and verified the accuracy of the data incorporated into the certificate.

Acceptance of the certificate is a unilateral decision of the subscriber prior to its use in performing any cryptographic operation.

4.2 Certificate Usage

The subscriber undertakes to use the certificates received from Technology Source only for the intended uses as specified by the corresponding CPS.

4.3 Responsiveness

The subscriber shall provide the information requested by Technology Source in connection with a known or suspected compromise of the private key(s). The subscriber shall respond to Technology Source's instructions concerning any private key(s) compromise within 24 hours, including during non-business hours.

4.4 Notification and Revocation

The subscriber undertakes to promptly cease using the certificate and its associated private key, and promptly request Technology Source to revoke the certificate, if:

- There has been loss, theft, modification, unauthorized disclosure, or other compromise of the private key of the certificate's "Subject",
- The subscriber indicates that the original Certificate Signing Request (CSR) was not authorized and does not retroactively grant authorization,
- The subscriber has breached a material obligation of the relevant Subordinate CA's CPS,
- The subscriber requests in writing that the Subordinate CA revoke the certificate,
- The performance of a person's obligations under the CPS is delayed or prevented by a natural disaster, computer or communications failure, or other cause 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 regarding the "Subject" of the certificate,
- These terms and conditions of use have been terminated,
- The affiliation between the "Subject" of the certificate with the legal entity that acts as the natural person's employer is terminated or has otherwise ended,
- The information within the certificate, other than non–verified "Subscriber Information", is incorrect or has changed,
- Termination of use of the certificate.

4.5 Permission to Publish Information

The subscriber allows Technology Source to publish the serial number of the subscriber's certificate in connection with the dissemination of CRL and OCSP services.

5. Disclaimer of Warranty.

Within the limitations of the laws, Technology Source cannot be held liable (except in case of fraud or deliberate abuse) for:

- Profit loss.
- Loss of data.
- Indirect damage that is the consequence of or related to the use, provisioning, issuance or non-issuance of certificate or digital signatures.
- Any liability incurred in any case if the error in such verified information is the result of fraud or willful misconduct of the applicant or if it is the result of negligence or with intent to deceive Technology Source, or any person receiving or relying on the certificate.
- Any liability incurred because of the applicant breaking any laws applicable in Iraq, including those related to intellectual property protection, viruses, accessing computer systems, etc.
- The failure to perform if such failure is occasioned by force majeure.

6. Privacy.

Technology Source observes personal data privacy rules and privacy rules as specified in relevant CPS documents.

Only limited trusted personnel from Technology Source are permitted to access subscriber's private information for the purpose of certificate lifecycle management.

Technology Source respects all applicable privacy, private information, and where applicable trade secret laws and regulations, as well as its published privacy policy in the collection, use, retention, and disclosure of non-public information.

Private information will not be disclosed by the Technology Source to subscribers except for information about themselves and only covered by the contractual agreement between the Technology Source and the subscribers.

Technology Source will not release any private information without the consent of the legitimate data owner or explicit authorization by a court order. When Technology Source releases private information, Technology Source will ensure through reasonable means that this information is not used for any purpose apart from the requested purposes. All communications channels with Technology Source shall preserve the privacy and confidentiality of any exchanged private information.

7. Term and Termination.

These terms and conditions of use shall terminate at the earliest when:

- The expiry date of any certificate issued to the subscriber,
- Failure by the subscriber to perform any of its material obligations under these terms and conditions of use.

7.1 Effect of Termination

Upon termination of these terms and conditions of use for any reason, Technology Source may revoke the Subscriber's certificate in accordance with the corresponding CPS.

8. Miscellaneous Provisions.

8.1 Governing Laws

The laws of the republic of Iraq shall govern the enforceability, construction, interpretation, and validity of the present terms and conditions of use.

8.2 Entire Agreement

These terms and conditions of use constitute the entire agreement between the parties and supersedes all prior understandings, oral or written, between the parties.

8.3 Dispute Resolution

All disputes associated with the provisions of the Technology Source services, shall be first addressed by the TS PKI GB (i.e., legal function). If mediation by the TS PKI GB (i.e., legal function) is not successful, then the dispute will be escalated to the ITPC PMA and eventually adjudicated by the relevant courts of Iraq.

8.4 Severability

If any provision of these terms and conditions of use, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of these terms and conditions of use and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto.

8.5 Force Majeure

Technology Source shall not be liable for any losses, costs, expenses, liabilities, damages, or claims arising out of or related to delays in performance or from failure to perform its obligations if such failure or delay is due to circumstances beyond Technology Source's reasonable control, including without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services.

9. Signature.

☐ **I hereby acknowledge that I have read, understood, and agree to these terms and conditions of use set forth herein, and that I shall bear all legal consequences and liabilities in accordance with the laws of the Republic of Iraq in the event of any breach thereof.**

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Subscriber Full Name **Signature**