

Symantec Public Certification Services

Digital Certificate Subscriber Agreement

YOU MUST READ THIS DIGITAL CERTIFICATE SUBSCRIBER AGREEMENT (“AGREEMENT”) BEFORE APPLYING FOR, ACCEPTING, OR USING THE INITIAL OR ANY SUBSEQUENT RENEWAL CERTIFICATE (“CERTIFICATE”). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE. BY ACCEPTING OR USING THE CERTIFICATE, YOU AGREE TO BECOME A PARTY TO, AND BE BOUND BY, THESE TERMS.

This Agreement details the terms and conditions regarding your application for a Certificate. If the Certification Authority (referred herein as “CA,” as defined below) accepts your Certificate application, then this Agreement binds you, the “Subscriber” of the Certificate, and the CA into a legally-binding contract governing your use of the Certificate. (If the Subscriber is an entity, then “you” refers to that entity.) A Certificate is an electronic credential that uses public key cryptography. Each holder of a Certificate has a public/private key pair. The private key, which is held securely by the holder, is used for creating digital signatures. The public key, which may be widely distributed, is used to enable others to verify digital signatures created by the holder of the private key. In order to rely on a public key, it is necessary that it be certified by an entity called a Certification Authority. The CA binds a Subscriber’s public key to his or her identity, certifies the public key and creates an electronic credential called the Certificate.

Some public key infrastructures may offer distinct classes of certification services. Each class of Certificates provides specific functionality and security features and corresponds to a specific level of trust. You are responsible for choosing which class you need. For more detailed information about the appropriate uses for each class, please refer to the applicable Certification Practice Statement (“CPS”), which is accessible from the online repository of the CA from which you obtained your Certificate.

1. Your Obligations. You agree: (a) to accurately represent yourself and ensure the accuracy of information you provide to the CA or its authorized representative; (b) to abide by the terms of this Agreement and the applicable CPS, which is incorporated by reference into this Agreement; (c) not to monitor, interfere with, or reverse engineer the technical implementation of the systems; and (d) to use reasonable efforts to avoid submitting to the CA any material that contains statements that (i) are libelous, defamatory, obscene, pornographic, abusive, bigoted, hateful, or racially offensive, (ii) advocate illegal activity, or (iii) otherwise violate any law.

2. Revocation. If you discover or have reason to believe that your Certificate’s private key has been compromised, or the information within your Certificate is incorrect or has changed, you must immediately notify the CA or its authorized representative. The CA retains the right to revoke your Certificate at any time without notice if: (a) it discovers that the information within your Certificate is no longer valid; (b) you fail to perform your obligations under the terms of this Agreement; or (c) the CA determines in its sole discretion that the continued use of your Certificate may compromise the security or integrity of its systems.

3. Warranties. The CA warrants that: (a) there are no errors introduced by the CA in the Certificate information as a result of its failure to use reasonable care in creating the Certificate; (b) its issuance of your Certificate complies in all material respects with the applicable CPS; and (c) revocation services and use of a repository conform to the applicable CPS in all material respects. You warrant that: (u) all information material to the issuance of your Certificate that you provide to the CA is accurate; (v) you will inform the CA or its authorized representative if the information you provided changed or is no longer valid; (w) the information you provide does not infringe on the intellectual property rights of any third party; (x) you will use your Certificate exclusively for authorized and legal purposes, consistent with the applicable CPS; (y) you will not use or authorize anyone to use the private key associated with your Certificate for signing any other certificates or CRL; and (z) you will protect your Certificate’s private key using PINs and passwords to avoid disclosure to anyone.

4. Proprietary Rights. You acknowledge that the CA and its licensors retain all intellectual property rights and title in and to all of their confidential information or other proprietary information, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with your Certificate. Nothing in this Agreement shall create any right of ownership or license in and to the other party’s intellectual property rights, and each party shall continue to independently own and maintain its intellectual property rights.

5. DISCLAIMERS OF WARRANTY; LIMITATIONS OF LIABILITY. EXCEPT AS SET FORTH HEREIN OR IN THE APPLICABLE CPS, THE CA DISCLAIMS ANY AND ALL OTHER WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE CA'S TOTAL LIABILITY FOR DAMAGES ARISING FROM YOUR CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO TWO TIMES THE AMOUNT YOU PAID FOR THE CERTIFICATE. THIS LIABILITY LIMITATION SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE.

6. Compliance with Export Law. You agree to comply with applicable export and import and use restrictions, including the U.S. Department of Commerce, Export Administration Regulations.

7. Privacy. The CA will treat and process the data provided in your Certificate application in accordance with the privacy/confidentiality provisions of the applicable CPS. You agree and consent that the CA may: (a) place in your Certificate certain information provided, such as your name and e-mail address; (b) publish your Certificate and its status in the CA repository and other third-party sites for the purposes set out in the applicable CPS; and (c) process and/or transfer the aforementioned information in the United States and in other jurisdictions where the CA maintains a presence.

8. Changes to the Terms. The CA may make changes to the terms of this Agreement from time to time. When these changes are made, the CA will make a new copy of the Digital Certificate Subscriber Agreement available at the CA's online repository. If you use your Certificate after the date on which the terms of this Agreement have changed, the CA will treat your use of the Certificate as acceptance of the updated terms.

9. General Provisions. This Agreement: (a) shall remain in effect until your Certificate has expired or is earlier revoked; (b) shall be governed by the laws of the State of California; and (c) may not be assigned. In the event of a conflict between this Agreement, the applicable CPS and/or applicable law, applicable law shall take precedence, followed by the applicable CPS, and this Agreement. If any part of this Agreement is found to be unenforceable, it shall not affect the other provisions of the Agreement. Notices pertaining to this Agreement shall be sent to (i) for CA: to the address specified on the web site from which you enrolled for your Certificate; and (ii) for Subscriber: to the address you specified as part of your Certificate application.

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