

AlphaSSL CA Subscriber Agreement for SSL Certificates

PLEASE READ THIS AGREEMENT AND THE ALPHASSL CERTIFICATION PRACTICE STATEMENTS CAREFULLY BEFORE USING THE DIGITAL CERTIFICATE ISSUED TO YOUR ORGANISATION. BY USING THE DIGITAL CERTIFICATE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

AlphaSSL CA is operated and owned by GlobalSign nv/sa and should be regarded as a separate brand of AlphaSSL.

This AlphaSSL certificate subscriber agreement ("Agreement") is effective as of the date of the accompanying Digital Certificate (the "Effective Date") between GlobalSign nv/sa ("AlphaSSL CA"), and the organisation receiving the enclosed Digital Certificate ("Customer").

Belgian Law shall govern this agreement.

1. Definitions

Digital Certificate

A collection of electronic data consisting of a Public Key, identifying information about the owner of the Public Key, and validity information, which has been Digitally Signed by AlphaSSL. Certified shall refer to the condition of having been issued a valid Digital Certificate by AlphaSSL CA, which Digital Certificate has not been revoked.

Certificate Revocation List ("CRL")

A collection of electronic data containing information concerning revoked Digital Certificates.

Private Key

A mathematical key which is kept private to the owner and which is used to create Digital Signatures or to decrypt electronic data.

Public Key

A mathematical key which is available publicly and which is used to verify Digital Signatures created with the matched Private Key and to encrypt electronic data which can only be decrypted using the matched Private Key.

2. Authority to Use Digital Certificate.

Grant of Authority

As of the Effective Date, AlphaSSL CA hereby grants to Customer the authority for the term set forth in Section 8 to use the enclosed Digital Certificate to use the Digital Certificate in conjunction with Private Key or Public Key operations.

3. Services Provided by AlphaSSL CA

After execution of this Agreement and payment of all applicable fees, in addition to the grant of authority pursuant to Section 2, AlphaSSL CA or a third party provider designated by AlphaSSL CA shall provide the following services to Customer hereunder:

CRL Availability

Use its reasonable efforts to compile, aggregate and make electronically available AlphaSSL CA's current CRL provided, however, that AlphaSSL CA shall not be in breach of its obligations hereunder as a result of any delay in or failure of performance on its part which arises out of any equipment failure or telecommunications breakdown beyond the reasonable control of AlphaSSL CA.

Revocation Status Services

Use its reasonable efforts to provide information concerning the status of particular Digital Certificates; provided, however, that AlphaSSL CA shall not be in breach of its obligations hereunder as a result of any delay in or failure of performance on its part which arises out of any equipment failure or telecommunications breakdown beyond the reasonable control of AlphaSSL CA.

Revoke Digital Certificates

Promptly upon the request of Customer, revoke the Digital Certificate of Customer.

4. Customer Obligations.

User Identification Information

If at any time, the name of Domain contained in the Digital Certificate request provided by Customer to AlphaSSL CA for the purpose of obtaining the enclosed Digital Certificate has changed, Customer shall immediately cease using such Digital Certificate and request that AlphaSSL CA revoke such Digital Certificate.

Compromised Digital Certificate

If Customer has any reason to believe that the security of Customer's Private Key may have been compromised, Customer shall immediately request that AlphaSSL CA revoke Customer's Digital Certificate and AlphaSSL CA shall revoke said Digital Certificate immediately upon Customer's request.

5. Permission to Publish Information

Customer agrees that AlphaSSLCA may publish the serial number of Customer's Digital Certificate in connection with AlphaSSL CA's dissemination of CRLs and Digital Certificate status information.

6. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY IN NO EVENT (EXCEPT FOR FRAUD OR WILFULL MISCONDUCT) SHALL ALPHASSL CA or GLOBALSIGN NV/SA BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF DATA, OR OTHER INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE, DELIVERY, LICENSE, PERFORMANCE OR NONPERFORMANCE OF CERTIFICATES, DIGITAL SIGNATURES, OR ANY OTHER TRANSACTIONS OR SERVICES OFFERED OR CONTEMPLATED BY THE CPS, EXCEPT FOR DAMAGE DUE TO RELIANCE (IN ACCORDANCE WITH THE CPS) ON THE VERIFIED INFORMATION ON THE MOMENT OF ISSUANCE OF THE CERTIFICATE IN THE ALPHASSL CERTIFICATE TILL AN AMOUNT OF USD 1000. ALPHASSL CA WILL

NOT BE LIABLE IN THIS CASE IF THE FAULT IN THIS VERIFIED INFORMATION IS DUE TO FRAUD OR WILFULL MIDCONDUCT OF THE APPLICANT. ALPHASSL CA WILL NOT BE LIABLE IN THIS CASE IF THE USER HAS NOT RESPECTED HIS OBLIGATIONS MENTIONED AMONGST OTHERS IN ARTICLE 4 OF THIS AGREEMENT.

7. Term and Termination

This Agreement shall terminate on the earliest of:

7.1 One year, two, three, four or five years (depending on the certificate validity) from the Effective Date;

7.2 Failure by Customer to perform any of its material obligations under this Agreement if such breach is not cured within five (5) days after receipt of notice thereof from AlphaSSL CA;

8. Effect of Termination.

Upon termination of this Agreement for any reason, Customer's Digital Certificate shall be revoked by AlphaSSL CA in accordance with AlphaSSL CA's procedures then in effect. Upon revocation of Customer's Digital Certificate for any reason, all authority granted to Customer pursuant to Section 2 shall terminate. Such termination or revocation shall not affect Sections 5, 6, 7, 9 and 10 of this Agreement which shall continue in full force and effect to the extent necessary to permit the complete fulfillment thereof.

9. Miscellaneous Provisions

Governing Laws

Belgian Law (irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.

Binding Effect

Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties hereto. Neither this Agreement nor Customer's Digital Certificate shall be assignable by Customer. Any such purported assignment or delegation shall be void and of no effect and shall permit AlphaSSL CA to terminate this Agreement.

Severability

If any provision of this Agreement, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement 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.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

Entire Agreement

This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings between the parties.

Notices

Whenever Customer desires or is required to give any notice, demand, or request to AlphaSSL CA with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by a courier service that confirms delivery in writing or mailed, certified or registered mail, postage prepaid, return receipt requested, addressed to AlphaSSL at Globalsign nv/sa, Att AlphaSSL, Ubicenter, Philipssite 5, 3001 Leuven, Belgium. Such communications shall be effective when they are received.

Trade Names, Logos.

By reason of this Agreement or the performance hereof, Customer and AlphaSSL CA shall acquire no rights of any kind in any trademark, brand name, logo or product designation of the other party and shall not make any use of the same for any reason except as otherwise authorised in writing by the party which owns all rights to such trademarks, trade names, logos or product designation.

10. NOTICE

You have to notify AlphaSSL CA immediately if there is an error in your certificate.

Without reaction from your side within 5 days after receipt, you have accepted the certificate.

By accepting the certificate, the customer assumes a duty to retain control of the customer's private key, to use a trustworthy system, and to take reasonable precautions to prevent its loss, disclosure or unauthorised use.