



GlobalSign Subscriber Agreement for DocumentSign™ Digital ID for Adobe Certified Document Services (CDS)

Version 1.0

YOU MUST READ THIS SUBSCRIBER AGREEMENT BEFORE APPLYING FOR A DOCUMENTSIGN DIGITAL ID . IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE DIGITAL ID. IF YOU HAVE QUESTIONS, PLEASE FEEL FREE TO CONTACT US AT legal@globalsign.com

Certification Practice Statement

This subscriber agreement will become effective on the date you submit the digital ID request to GlobalSign. By submitting this subscriber agreement (and digital ID request) you are requesting that GlobalSign issues a digital certificate to you and are expressing your agreement to the terms of this subscriber agreement. GlobalSign's DocumentSign Digital IDs for Adobe PDF certification services are governed by GlobalSign's DocumentSign™ Digital ID for Adobe - Certified Document Services (CDS) Certification Practice Statement (the "CPS"), which is incorporated by reference into this subscriber agreement. The CPS is published on the Internet in GlobalSign's repository <http://www.globalsign.net/repository>.

Liability

As stated in the CPS, GlobalSign disclaims certain implied and express warranties, including warranties of merchantability or fitness for a particular purpose. In no event (except for fraud or willful misconduct) shall GlobalSign be liable for any indirect, incidental or consequential damages, or for any loss or profits, loss of data, or other indirect, consequential or punitive damages arising from or in connection with the use, delivery, license, performance or non performance of digital IDs, digital signatures, or any other transactions or services offered or contemplated by the CPS. GlobalSign shall only be liable for damage due to reliance (in accordance with the CPS) on the verified information in a DocumentSign certificate. GlobalSign will not be liable in this case if the fault in this verified information is due to fraud or willful misconduct of the applicant.

In no event (except for fraud or willful misconduct) will the liability of GlobalSign to all parties (including without limitation a subscriber, an applicant, a recipient, or a relying party) exceed the applicable liability cap for such digital ID set forth in this table. The liability of GlobalSign to any and all persons concerning a specific digital ID shall be limited to an amount not to exceed the following, for the aggregate of all digital signatures and transactions related to such digital ID:

Liability Caps

Please check the GlobalSign warranty policy for more information and liability Caps. Available on <http://www.globalsign.net/repository>

Subscriber's obligations

By accepting this subscriber agreement you agree to comply with the subscriber obligations included in the CPS and

- (a) use the CDS digital ID exclusively for CDS purposes, consistent with the Adobe CDS Certificate Policy located at http://www.adobe.com/misc/pki/cds_cp.html;
- (b) ensure all Private Key generations are performed on the required cryptographic device as defined in the CPS and are never exported from the device;
- (c) take all reasonable precautions to prevent any loss, disclosure, or unauthorized use of the Private Key;
- (d) Use the digital ID in compliance with all applicable laws and regulations, including without limitation U.S. export laws and regulations; and
- (e) Sign no more than number of documents per year specified in the service enrolment agreement using the digital ID
- (f) You have to notify GlobalSign or designated Registration Authority immediately after receipt of your digital ID in case an error would appear in your digital ID. Without reaction from you within 15 days after receipt you have accepted the digital ID.
- (g) When data is changed in your digital ID or when the integrity of your private key can no longer be guaranteed, you have to revoke your certificate. By accepting a digital ID, the subscriber assumes a duty to retain control of the subscriber's private key, to use a trustworthy system, and to take reasonable precautions to prevent its loss, disclosure or unauthorized use.

In addition to the obligations above, for server-based implementation involving hardware security modules or any other cryptographic device that does not involve a browser facilitated key generation, Subscriber shall also comply with each of the following obligations:

- (a) maintain processes, including, without limitation, changing of activation data, that assure that each Private Key can be used only with the knowledge and explicit action of only one human being within the organization (the digital ID custodian);
- (b) maintain information that permits a determination of who signed a particular document;
- (c) assure that the digital ID custodian has received security training appropriate for the purposes for which the digital ID is issued;
- (d) prevent sharing of the digital ID amongst members of the organization;
- (e) acknowledge that the information identifying the organization in the digital ID is true and accurate, or notify GlobalSign or designated Registration Authority immediately upon any inaccuracies in that information;
- (f) ensure that the digital ID custodian enters into a binding Subscriber Agreement which obligates the digital ID custodian to
 - 1) generate a Key Pair using a trustworthy system, or use a Key Pair generated in a secure hardware token by GlobalSign, custodian, or its Registration Authority and take all reasonable precautions to prevent any loss, disclosure, or unauthorized use of the Private Key;
 - 2) use the digital ID exclusively for CDS purposes, consistent with the Adobe CDS Certificate Policy located at http://www.adobe.com/misc/pki/cds_cp.html;

- 3) not share the digital ID nor any activation data related to the Private Key corresponding to the Public Key in the digital ID; and request revocation of the digital ID immediately upon any actual or suspected loss, disclosure, or other compromise of the Subscriber's private key; and sign more than the number of documents for which signings were purchased by the Organization in the DocumentSign Enrollment Agreement.

Personal data protection

By accepting this subscriber agreement you agree that GlobalSign or designated Registration Authority keeps your personal data for administrative purposes, for the verification of your entity and for the management of digital ID.

Withdrawal right

You can request to revoke your digital ID within 15 days after receipt of your digital ID and receive a new digital ID without new payment. If you don't want a new digital ID you will be refunded. If cryptographic hardware was supplied by GlobalSign in conjunction with the digital ID, you must return hardware to GlobalSign at your expense within 15 days and prior to receiving a refund. The initial fifteen-(15) day period, a subscriber may request that GlobalSign revokes the digital ID and proves a refund if GlobalSign has breached a material obligation under the GlobalSign CPS

Dispute resolution and choice of law

The parties shall attempt to settle disputes without resorting to outside help. This agreement shall be governed by the laws of Belgium and the parties herein submit to the jurisdiction of the Brussels courts.

YOU DEMONSTRATE YOUR KNOWLEDGE AND ACCEPTANCE OF THE TERMS OF THIS SUBSCRIBER AGREEMENT BY SUBMITTING A REQUEST FOR A DIGITAL ID TO GLOBALSIGN.