



# GlobalSign Subscriber Agreement for OrganizationSSL Certificates

## Version 1.3

PLEASE READ THIS AGREEMENT AND THE GLOBALSIGN CERTIFICATION PRACTICE STATEMENTS CAREFULLY BEFORE USING THE DIGITAL CERTIFICATE ISSUED TO YOU OR YOUR ORGANISATION. BY USING THE DIGITAL CERTIFICATE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNUSED DIGITAL CERTIFICATE TO GLOBALSIGN AND YOUR MONEY WILL BE REFUNDED. IF YOU HAVE PROBLEMS UNDERSTANDING THIS AGREEMENT, E-MAIL US AT [legal@globasign.com](mailto:legal@globasign.com)

This GlobalSign OrganizationSSL Subscriber Agreement ("Agreement") is effective as of the date of the accompanying Digital Certificate (the "Effective Date") between GlobalSign ("GlobalSign"), 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 GlobalSign. Certified shall refer to the condition of having been issued a valid Digital Certificate by GlobalSign, which Digital Certificate has not been revoked.

### Certificate Revocation List ("CRL")

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

### Certification Authority ("CA")

GlobalSign or an entity which is certified by GlobalSign to issue Digital Certificates to Users in a Digital Certificate Hierarchy. GlobalSign is Customer's CA hereunder.

### Digital Signature

Information encrypted with a Private Key which is appended to electronic data to identify the owner of the Private Key and verify the integrity of the electronic data. Digitally Signed shall refer to electronic data to which a Digital Signature has been appended.

### 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.

### **Secure Server Hierarchy**

A collection of CAs and their Certified Users.

### **User**

An individual or an organization that has requested a CA to issue him, her or it a Digital Certificate.

## **2. Authority to Use Digital Certificate.**

### **Grant of Authority**

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

### **Limitations on Authority**

Customer shall use the enclosed Digital Certificate only in connection with properly licensed cryptographic software.

## **3. Services Provided by GlobalSign**

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

### **CRL Availability**

Use its reasonable efforts to compile, aggregate and make electronically available to all CAs in the Secure Server Hierarchy i) GlobalSign's current CRL, and (ii) the CRLs provided by CAs to GlobalSign; provided, however, that GlobalSign 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 GlobalSign.

### **Revocation Status Services**

Use its reasonable efforts to provide to CAs, Certified Users and users of those Digital Certificates in the Secure Server Hierarchy information concerning the status of particular Digital Certificates; provided, however, that GlobalSign 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 GlobalSign.

### **Revoke Digital Certificates**

Promptly upon the request of Customer, revoke the Digital Certificate of Customer. GlobalSign agrees that it shall, promptly after revoking Customer's Digital Certificate at Customer's request, issue Customer a new Digital certificate upon verification and approval by the appropriate CA and payment by Customer of the then-current applicable fee.

### **Site Seal**

GlobalSign permits Applicants to make use of GlobalSign's Site Seal on the Applicant's web site with a maximum daily rate of 500,000 [five-hundred-thousand] impressions per day. GlobalSign maintains the right to limit or stop the availability of the seal if this limit is exceeded.

## **4. Customer Obligations.**

### **User Identification Information**

If at any time, the name of Customer contained in the Digital Certificate request provided by Customer to GlobalSign for the purpose of obtaining the enclosed Digital Certificate has changed, Customer shall immediately cease using such Digital Certificate, request that GlobalSign revoke such Digital Certificate, and provide GlobalSign with such changed information. If at any time, any other significant information, in particular Customer's organisation name, changes from that contained in the Digital Certificate request, GlobalSign strongly recommends that Customer request that GlobalSign revoke the Digital Certificate. GlobalSign agrees that it shall, promptly after revoking Customer's Digital Certificate at Customer request, issue a new Digital Certificate upon acceptable completion of the verification process and payment of the current applicable fee.

### **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 GlobalSign revoke Customer's Digital Certificate and GlobalSign shall revoke said Digital Certificate immediately upon Customer's request.

### **5. Permission to Publish Information**

Customer agrees that GlobalSign may publish the serial number of Customer's Digital Certificate in connection with GlobalSign's dissemination of CRLs and Digital Certificate status information within and outside of the GlobalSign Secure Server Hierarchy.

6. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY IN NO EVENT (EXCEPT FOR FRAUD OR WILFULL MISCONDUCT) SHALL GLOBALSIGN 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 A SECURE SERVER CERTIFICATE TILL AN AMOUNT OF 100,000 EURO. GLOBALSIGN WILL NOT BE LIABLE IN THIS CASE IF THE FAULT IN THIS VERIFIED INFORMATION IS DUE TO FRAUD OR WILFULL MIDCONDUCT OF THE APPLICANT. GlobalSign 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 or three 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 thirty (30) days after receipt of notice thereof from GlobalSign;

### **8. Effect of Termination.**

Upon termination of this Agreement for any reason, Customer's Digital Certificate shall be revoked by GlobalSign in accordance with GlobalSign'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 GlobalSign 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 GlobalSign 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 GlobalSign at GlobalSign NV/SA, Ubicenter, Philipssite 5, 3001 Leuven, Belgium, Attention: Legal department. Such communications shall be effective when they are received.

### Trade Names, Logos.

By reason of this Agreement or the performance hereof, Customer and GlobalSign 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 GlobalSign immediately if there is an error in your certificate.

Without reaction from your side within 15 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 unauthorized use.