



Subscriber Agreement

By the act of submitting an application for Digital Certificate the applicant requests SignX (CA) to issue a digital signature and agrees to the terms and conditions mentioned in this subscriber agreement. The applicant must read all the terms and conditions mentioned herein and if he/she does not agree to the terms of the agreement, he should not use the services of SignX CA

By applying for digital signature, the subscriber certifies that the information provided by him to SignX CA is correct, trustworthy, accurate, current and complete. The Subscriber consents to third-party, independent verification of the information submitted by him. In case it is later discovered that the information submitted by the subscriber is inaccurate, the subscriber indemnifies SignX CA and the RA processing his application from any legal or penal consequences thereof. The CA also reserves the right to revoke the issued certificate.

By agreeing to the terms of this agreement, the Subscriber also agrees to the Certification Practice Statement ("CPS") and all other rules and regulations of the SignX CA.

DEFINITIONS

Applicant: An individual person or organizational entity (corporate / bank / government / foreign entity) desirous of obtaining a digital signature from SignX.

Subscriber: An applicant whose application for DSC has been received by SignX and processed successfully.

CA: SignX Certifying Authority licensed by CCA, Govt. Of India offering CA services under the brand name of "SignX"

'RA' – means an entity engaged by CA to collect DSC Application Forms (along with supporting documents) and to facilitate verification of subscriber credentials as per the Identity Verification Guidelines (IVG) published by CCA.

TERMS OF THE AGREEMENT

1. This agreement shall come into effect after the successful processing of Subscriber's application, and subsequent issuance of a Digital Signature Certificate and shall remain valid during the lifetime of the digital signature certificate.

2. It is agreed by and between the parties that the Information Technology Act 2000, Information technology (certifying authorities) Rules 2000 and Information Technology (certifying authority) Regulations 2001, the guidelines published by CCA and any subsequent amendments shall govern all services provided under this Agreement.

3. The Subscriber agrees to provide details of information sought by SignX CA, with the supporting documentary evidence wherever required, for verifying identity and credentials of the Subscriber. The Subscriber undertakes to provide true and correct information and agrees that CA and any of its authorised persons shall have a right to independently verify the details provided by the Subscriber. The Subscriber further agrees to promptly notify SignX CA of any change in the information furnished by him while applying for Digital Signature Certificate.
4. The subscriber understands that in case it is discovered that the information provided by the subscriber to obtain DSC is false or untrue, he / she is liable for punishment under the IT Act and provisions of other Acts. The Subscriber shall indemnify and hold SignX CA and its representatives harmless from any or all claims, damages, demands, liabilities, costs and expenses caused to SignX CA by reason of false, untrue or incomplete information provided by Subscriber.
5. On revocation of the Digital Signature Certificate, the Subscriber will no longer be able to use the Certificate again and will be required to submit a new application in order to obtain a new certificate. The subscriber will also have to pay the requisite fees for this new application.
6. The Subscriber shall promptly notify CA in the event there is any incident of compromise of his private key. The Subscriber is the owner of the private key installed on the Subscriber's machine or device and shall be solely responsible for the security and protection of the private key. The Subscriber agrees that neither CA nor any of its agents and representatives shall be liable for any loss or consequences caused to the Subscriber on account of any damage to the private key or any unauthorized access and use of private key by a third party.
7. The Subscriber consents to publish his DSC information on the CA's website and he/she is aware that all information that forms part of a DSC may be available to relying parties and/or the general public. The Subscriber agrees that disclosure of any such information by CA shall not violate any right to confidentiality/ privacy of the Subscriber.
8. The Subscriber undertakes that he shall not use the DSC issued by CA for any activity not permitted by law of the country or which is not in the interest of nation.
9. The subscriber agrees to co-operate with law enforcing agencies in case of any investigation regarding his digital signature certificate.
10. In case of any civil, criminal action, penalties or punishments initiated by any government body under various laws and acts, the Subscriber agrees to submit his private key(s) to the CA or Controller of Certifying Authorities ("CCA").
11. The Subscriber has read and understood and agreed to abide by the terms set forth in the CPS which has been displayed on CA's website, www.signxca.com and agrees to use DSC only in accordance with the terms laid down in CPS.
12. CA reserves the right to make changes to the CPS. The latest copy of the CPS will be

available on the CA's website. In case, at any time if Subscriber disagrees with any term of the CPS he may request Certifying Authority (CA) or he may revoke the DSC himself. The Subscriber shall not have any right to claim compensation, refund of fees or indemnity from CA and its agents and representatives upon such revocation.

13. It is the subscriber's responsibility to verify the suitability of SignX product or service for this intended purpose of use. CA disclaims all warranties, express or implied, by operation of law or otherwise, and all products, services and other items are provided "as is" without warranty of any kind. CA disclaims any implied warranties of merchantability and fitness for a particular purpose.

14. Under no circumstances shall CA be directly or indirectly liable for losses arising out of the subscriber's inability to use product / service. Such losses may be any personal injury or any indirect, special, exemplary, punitive, consequential or incidental damages whatsoever, including without limitation, damages for loss of profits, loss of data, or any their commercial damages or losses.

15. The aggregate liability of the CA to all parties (including the subscriber party) in no event will exceed the applicable liability cap for such certificate set forth in the CPS.

16. The Subscriber shall indemnify and defend CA, Registration Authorities their employees/officers/staff/personnel/representatives/agents from all claims, damages, demands, liabilities, costs and expenses, arising by reason of any claim arising after the issuance of Digital Signature Certificate.

17. All rights, title, and interest, including copyright and patent rights, to any certificate, deliverables, ideas, know-how, inventions, software or documentation, developed or delivered by CA to the Subscriber under this Agreement shall be the property of SignX and the IPR shall stay with SignX.

18. Neither party shall be in default of any obligation by reason of any failure to perform or delay in performing due to unforeseen circumstances or due to causes beyond such party's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, failure to obtain export licenses or shortages of transportation, facilities, fuel, energy, labour or materials. If the force majeure event continues for a period of more than one month, CA shall have the right to terminate the Agreement or undertake such steps as it may deem appropriate.

19. CA shall be at liberty to forthwith terminate this Agreement and revoke the Subscriber's certificate without notice in the event the Subscriber fails to comply with any part of his obligation under this Agreement.

20. This Agreement represents the complete agreement concerning the application for issuance of Digital Signature Certificate by CA and the same may be amended in accordance with the terms laid down in CPS from time to time by CA only. The amended version of CPS is published in CA's website (www.signxca.com)

21. No waiver of any provisions of this Agreement by either party shall be effective unless made in writing. Any waiver of any term or condition of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof.

22. This Agreement shall be governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Indian courts in Mumbai.

23. To the extent permitted by law, any disputes, claims or controversies arising out of or in any way connected with this agreement, its negotiation, performance, breach, existence, termination or validity shall be resolved by a meeting between the parties attended by individuals with decision making authority regarding the dispute. If the parties are not successful in negotiating a resolution of the dispute within 30 days after such meeting, they must submit the dispute to the Controller of Certifying Authority CCA. Under the IT Act, the Controller of Certifying Authority CCA is authorized to resolve disputes arising out of CA services.

24. The fee structure for various types of DSCs have been displayed on CA's website and CA may at its sole discretion make any amendments to it from time to time.

25. The Digital Signature Certificate issued to the Subscriber is personal to him and he cannot assign or otherwise transfer the Certificate.

26. Rights and obligations under this Agreement, which by their nature should survive or are expressly so stated herein, shall remain in full force and effect notwithstanding any expiry or termination of this Agreement. The invalidity or un-enforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

27. This Agreement, including Certification Practice Statement referred to in this Agreement, shall constitute the entire agreement amongst the parties hereto. It shall supersede all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgement or other communication between the parties relating to its subject matter during the term of this Agreement.

28. If any provision or part of this Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it will be enforced to the maximum extent permissible, and the remainder of this Agreement will remain in full force and effect

to the fullest extent permitted by law and the parties hereto agree to replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect.

29. By the act of downloading the certificate the subscriber confirms his acceptance of the terms of this Subscriber Agreement. The Subscriber agrees that he has reviewed carefully the terms and conditions of this Agreement, further the Subscriber covenants that he has understood the terms and their interpretations and voluntarily agrees to accept each and every provision of this Agreement.

