

# Digitary Trust Network Certification Authority User Subscriber Agreement – version 1.0

**TO BE COMPLETED BY THE SUBSCRIBER**

**SUBSCRIBER NAME:** \_\_\_\_\_

**ORGANISATION NAME:** \_\_\_\_\_

**ORGANISATION REGISTERED NUMBER:** \_\_\_\_\_  
(e.g. registered company/charity number)

**ORGANISATION REGISTERED ADDRESS:**

**DEPARTMENT:**

**JOB TITLE/ROLE:**

**SUBSCRIBER DOCUMENTATION:**                      Driver's Licence                      [   ]  
(tick all that apply)                                      Passport                                      [   ]  
   National Identity Card                      [   ]  
   Staff ID Card                                      [   ]  
   Letter of appointment                      [   ]

**ID SERIAL NUMBER:** \_\_\_\_\_  
(i.e. passport/drivers licence number)

“Certification Authority” means Framework Computer Consultants Limited, registered in Ireland as company number 307503 and trading in Ireland as “Digitary”.

“Organisation”/“Your Organisation” means \_\_\_\_\_

“Registration Authority” means Framework Computer Consultants Limited, registered in Ireland as company number 307503 and trading in Ireland as “Digitary”.

This Subscriber Agreement (the "Agreement") is made by and between Registration Authority and you, a certificate applicant ("Subscriber"), and governs Subscriber's application for issuance of an approved and managed Qualified Certificate by the Registration Authority.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth herein, and for other good and valuable mutual consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Registration Authority and Subscriber agree as follows:

1. **Definitions.** For the purposes of this Agreement, all capitalized terms used in this Agreement shall have the meaning ascribed to them in this Section 1 and elsewhere in this Agreement.

"Certificate" means a record that, at a minimum (a) identifies the Certification Authority issuing it, (b) names or otherwise identifies its Subscriber; (c) contains a Public Key that corresponds to a Private Key under the control of the Subscriber, (d) identifies its operational period, and (e) contains a Certificate serial number and is Digitally Signed by the issuing Certification Authority.

"Certification Authority" means the entity identified above, which issues Certificates and performs all of the functions associated with issuing such Certificates.

"Digital Signature" means a transformation of a message using an asymmetric cryptosystem such that a person having the initial message and the signer's Public Key can accurately determine whether the transformation was created using the Private Key that corresponds to the signer's Public Key and whether the message has been altered since the transformation was made.

"Digitally Signed" means the application of a Digital Signature to electronic data.

"Key Pair" means two mathematically related keys, having the following properties: (a) one key can be used to encrypt a message that can only be decrypted using the other key, and (b) even knowing one key, it is computationally infeasible to discover the other key.

"Public Key" means the key of a Key Pair used to verify a Digital Signature. The Public Key is made freely available to anyone who will receive digitally signed messages from the holder of the Key Pair. The Public Key is usually provided via

a Certificate issued by a Certification Authority. A Public Key is used to verify the digital signature of a message purportedly sent by the holder of the corresponding Private Key.

"Private Key" means the key of a Key Pair used to create a Digital Signature. This key must be kept private.

"Qualified Certificate" means a Certificate that has been issued as a Qualified Certificate by the Certification Authority in line with the SSCD Qualified Certificate Policy defined in its Certification Practice Statement (see <http://trust.digitary.eu>).

"SSCD" (Secure Signature Creation Device) means a cryptographic hardware device capable of securely (a) generating a Key Pair, (b) storing a Key Pair, and (c) performing Digital Signature operations.

"Subscriber" means a person or entity who (a) is the subject named or identified in a Certificate issued to such person or entity, (b) holds a Private Key that corresponds to a Public Key listed in that Certificate, and (c) the person or entity to whom Digitally Signed messages verified by reference to such Certificate are to be attributed.

"Trustworthy System" means computer hardware, software, and procedures that (a) are reasonably secure from intrusion and misuse, (b) provide a reasonable level of availability, reliability, and correct operation, (c) are reasonably suited to performing their intended functions, and (d) adhere to generally accepted security procedures.

**2. Subscriber Obligations.** Under this Agreement, Subscriber is an end user of a Qualified Certificate. Subscriber shall comply with each of the following obligations: (a) provide information on the Qualified Certificate application that is correct and accurate, (b) generate a Key Pair using an approved SSCD; (c) use the Qualified Certificate exclusively for authorized and legal Public and Private Key operations consistent with this Agreement; (d) use the Qualified Certificate only in conjunction with properly licensed cryptographic software, (e) promptly request that Registration Authority revoke the Qualified Certificate upon any change to the information on the Qualified Certificate or the Qualified Certificate application, including, but not limited to the change of the organisation name or domain name registration of Subscriber, (f) promptly request that Registration Authority revoke the Qualified Certificate upon any actual or suspected loss, disclosure, or other compromise of the SSCD and/or Private Key. Any failure of Subscriber to comply with each of the obligations under this Section 2 shall be a material breach of the Agreement. Subscriber acknowledges the inherent possibility of the compromise of Subscriber's and/or another Subscriber's SSCD and/or Private Key, which may or may not be detected, and the possible use of a stolen or compromised Private Key to forge Subscriber's or another Subscriber's Digital Signature. Subscriber agrees to use their SSCD with Digitary® systems only. The Subscriber may delegate use of their SSCD to authorised delegate(s) within the Organisation as may be required by the Organisation from time to time.

**3. Further obligations.** The Certification Authority shall only issue a Qualified Certificate upon approval of the Subscriber by the Registration Authority. The Registration Authority is responsible for validating the application and enrolment information of the Subscriber prior to approving the issue of a Qualified Certificate to the Subscriber. The Registration Authority, in its sole discretion, may refuse to issue a Qualified Certificate to any Subscriber. The Registration Authority shall, consistent with this Agreement and the Digitary Certification Practices Statement (see <http://trust.digitary.eu>), and to the extent necessary or applicable, (a) receive and process this Qualified Certificate application, (b) notify the Subscriber of either the approval or rejection of the Qualified Certificate application, (c) if the Qualified Certificate application is approved, instruct the Certification Authority to issue a Qualified Certificate, and (d) process all requests for Qualified Certificate revocation upon the receipt of an authenticated request from Subscriber or their authorised delegate. The Registration Authority shall have the right to revoke a Qualified Certificate upon (e) any change to the information on the Qualified Certificate or the Qualified Certificate application, including, but not limited to the change of the organisation name or domain name registration of Subscriber or (f) any actual or suspected loss, disclosure, or other compromise of Subscriber's SSCD and/or Private Key. Upon request, the Registration Authority shall use reasonable efforts to provide to all requesting parties, including entities or persons using or relying on a Qualified Certificate, information concerning the status of such Qualified Certificate.

**4. Fees.** Organisation shall pay to the Registration Authority the applicable fees associated with the issuance of the Qualified Certificate upon the application therefore.

**5. Confidentiality.** The Certification Authority and Registration Authority agree to treat the information related to the Qualified Certificate application, including all supplementary identity documentation, as Confidential Information, and will not disclose this Confidential Information to a third party, except where required by law. The Registration Authority will retain this Confidential Information for a period of 50 (fifty) years after the termination of this Agreement for the purposes of resolving any disputes that may arise regarding the validity of the Qualified Certificate issued to the Subscriber. In any event, the Confidential Information will not be retained for longer than is permitted by Irish law.

Subscriber hereby acknowledges and agrees that the Registration Authority and/or Certification Authority (a) may publish or otherwise disclose the serial number and other information contained on the Qualified Certificate in connection with the Registration Authority and Certification Authority's dissemination of Qualified Certificate status information; and (b) may collect information regarding the use of Qualified Certificates and disclose such information in its aggregated form. The Certification Authority may retain such information for a period of time as defined in its Certification Practice Statement (see <http://trust.digitary.eu>).

## **6. Term and Termination.**

**6.1 Termination.** The term of this Agreement shall begin on the date the Qualified Certificate application is submitted to Your Registration Authority acting on behalf of your Organisation and shall terminate immediately upon the earlier of (a) the expiry date of the Qualified Certificate, (b) the revocation of the Qualified Certificate, (c) the rejection of the Qualified Certificate application, (d) thirty (30) days after receipt of notice by Subscriber from the Registration Authority regarding a breach by Subscriber of its obligations under this Agreement which remains uncured for such period of time, or (e) receipt of notice by the Registration Authority from Subscriber of its intent to terminate this Agreement.

**6.2 Effect of Termination.** Upon the termination of this Agreement for any reason, the Registration Authority shall revoke the Qualified Certificate. Upon the revocation of the Qualified Certificate for any reason, "Subscriber" shall have no right in and shall not use the Qualified Certificate in any manner. Notwithstanding the foregoing, any use of the Qualified Certificate prior to the revocation of the Qualified Certificate or termination of this Agreement shall not be affected thereby.

**6.3 No Damages or Indemnification for Termination.** None of the parties shall be liable to another party for any costs or damages of any kind, including direct, indirect, incidental special, multiple, punitive, exemplary or consequential damages, or for indemnification of the party, solely on account of the lawful termination of this Agreement, even if informed of the possibility of such damages.

**7. Disclaimer of Warranties.** REGISTRATION AUTHORITY AND CERTIFICATION AUTHORITY EXPRESSLY DISCLAIM AND MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, WITH RESPECT TO THE SERVICES PROVIDED OR THE QUALIFIED CERTIFICATE ISSUED HEREUNDER, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE SERVICES OR QUALIFIED CERTIFICATE, AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE OR COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. REGISTRATION AUTHORITY AND CERTIFICATION AUTHORITY FURTHER DISCLAIM AND MAKE NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, TO SUBSCRIBER OR ANY THIRD PARTY THAT (A) ANY SUBSCRIBER TO WHICH IT HAS ISSUED A QUALIFIED CERTIFICATE IS IN THE FACT THE PERSON, ENTITY OR ORGANISATION IT CLAIMS TO BE IN THE INFORMATION SUPPLIED TO REGISTRATION AUTHORITY AND CERTIFICATION AUTHORITY, (B) A SUBSCRIBER IS IN FACT THE PERSON, ENTITY OR ORGANISATION LISTED IN A QUALIFIED CERTIFICATE, OR (C) THAT THE INFORMATION CONTAINED IN THE QUALIFIED CERTIFICATE OR IN ANY CERTIFICATE STATUS MECHANISM COMPILED, PUBLISHED OR OTHERWISE DISSEMINATED BY CERTIFICATION AUTHORITY, OR THE RESULTS OF ANY CRYPTOGRAPHIC METHOD IMPLEMENTED IN CONNECTION WITH THE QUALIFIED CERTIFICATE IS ACCURATE, AUTHENTIC, COMPLETE OR RELIABLE.

**8. Disclaimer of Damages and Limitations of Liability.** In no event shall Registration Authority or Certification Authority be liable for any default or delay in the performance of its obligations hereunder to the extent and while such default or delay is caused, directly or indirectly, by electronic or communications failures fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States or elsewhere, strikes, lockouts, or labour difficulties or any other similar cause beyond the reasonable control of Registration Authority or Certification Authority. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF YOUR REGISTRATION AUTHORITY OR CERTIFICATION AUTHORITY TO SUBSCRIBER OR ANY THIRD PARTY FOR ALL CLAIMS RELATED TO THE USE OF OR RELIANCE ON A CERTIFICATE OR FOR THE SERVICES PROVIDED HEREUNDER INCLUDING WITHOUT LIMITATION ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY EXCEED THE AMOUNTS PAID BY YOUR ORGANISATION RELATING TO SUBSCRIBER TO THE REGISTRATION AUTHORITY UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSIONS OF INCIDENTAL AND CONSEQUENTIAL DAMAGES MAY NOT APPLY TO SUBSCRIBER BUT SHALL BE GIVEN EFFECT TO THE FULL EXTENT PERMITTED BY LAW.

**9. Indemnification.** The Subscriber hereby agrees to indemnify and hold the Registration Authority, Certification Authority and its officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, losses, damages, judgments, costs and expenses (including attorneys' fees) arising out of or related to Subscriber's use of the Qualified Certificate.

**10. Notices.** Any notices between the parties shall be in physical or electronic writing. The parties shall send all notices by e-mail or first class mail, postage prepaid. Notices shall be effective upon receipt. Registration Authority and Certification Authority shall send notices to Subscriber at the address provided in the Qualified Certificate application.

**11. No Other Rights.** By virtue of this Agreement, Subscriber does not acquire any right, title or interest of any kind in or to any trademark, trade name, service mark, logo, patent, copyright, or other proprietary right of Registration Authority or Certification Authority.

**12. Disputes.** Any legal disputes arising from the services provided by the Certification Authority under this Agreement shall be resolved according to the laws of the Republic of Ireland. Any party disputing the services should contact the Certification Authority (see <http://trust.digitary.eu>).

**13. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement is sought. Notwithstanding termination of this Agreement, the following paragraphs shall survive, along with all definitions required thereby: Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, and 12. This Agreement shall not be assigned by Subscriber without prior written consent of Registration Authority or Certification Authority, and any attempt to assign any rights, duties, or obligations, which arise under this Agreement without such consent will be void. If any provision of this Agreement (or any portion thereof) shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this Agreement shall not in any way be

affected or impaired thereby. Registration Authority or Certification Authority is not an agent, fiduciary, trustee, or other representative of Subscriber and the relationship between Registration Authority or Certification Authority and Subscriber is not that of an agent and a principal. Subscriber does not have any authority to bind Registration Authority or Certification Authority by contract or otherwise, to any obligation.

**THIS SECTION TO BE COMPLETED BY THE SUBSCRIBER IF APPOINTING DELEGATE**

I hereby appoint the following individual(s) as authorised delegate(s) to act on my behalf for the purposes of managing my Qualified Certificate and Private Key:

SUBSCRIBER NAME:  
(BLOCK CAPITALS) \_\_\_\_\_

SUBSCRIBER  
SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

I hereby accept responsibility for the management of the the Subscriber's my Qualified Certificate and Private Key subject to the terms and conditions specified herein:

DELEGATE NAME:  
(BLOCK CAPITALS) \_\_\_\_\_

DELEGATE SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY THE SUBSCRIBER IF NOT APPOINTING A DELEGATE**

I hereby irrevocably agree to the terms and conditions specified herein:

SUBSCRIBER NAME: \_\_\_\_\_  
(BLOCK CAPITALS)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY ENROLMENT OFFICER****VERIFICATION CHECKLIST**

- |    |   |     |
|----|---|-----|
| 1) | Verify Organisation   | [ ] |
| 2) | Verify Subscriber's role within Organisation                      | [ ] |
| 3) | Verify Subscriber's photo and signature ID                        | [ ] |
| 4) | Verify genuine photocopy of Subscriber's ID made                  | [ ] |
| 5) | Verify Subscriber's photocopied ID is signed by Subscriber        | [ ] |
| 6) | Verify Subscriber's signature on to User Subscriber Agreement     | [ ] |
| 7) | Verify Subscriber's appointment of authorised delegate - OPTIONAL | [ ] |
| 8) | Verify Delegate's acceptance as authorised delegate - OPTIONAL    | [ ] |

ENROLMENT OFFICER NAME: \_\_\_\_\_

ENROLMENT OFFICER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_