

(This agreement is in rich text format and appears in a scrolling text box once you've reached <https://orgcert-renewal.equifax.com/orgcerts/.....>)

Equifax Subscriber Agreement

This Agreement is between the subject identified in an application for a Certificate ("Subscriber") and Equifax Secure Limited ("Equifax"). Please read this Agreement carefully. It imposes obligations on the Subscriber and limits Equifax's liability (especially Clauses 6 and 7). By submitting an application for a Certificate, the Subscriber agrees to be bound by this Agreement from the time that the Subscriber's application is submitted to Equifax.

The Subscriber's use of a Certificate will be subject to this Agreement and the Certificate Practice Statement, which explains Equifax's rules for the use of Certificates. It is the Subscriber's responsibility to read and comply with the Certificate Practice Statement. Please read the Certificate Practice Statement at <http://www.equifaxsecure.co.uk/policies/cps.html> before submitting any application.

1. Definitions

1.1 In this Agreement the following words and expressions have the following meanings:

"Certificate" the record that at a minimum (a) identifies the Certification Authority issuing it, (b) names or otherwise identifies the Subscriber, (c) contains a Public Key that corresponds to a Private Key under the control of the Subscriber, (d) identifies the Operational Period, and (e) contains a serial number and is digitally signed by the Certification Authority;

"Certificate Practice Statement" the principles and procedures that Equifax and GeoTrust, Inc ("GeoTrust") in the issuance and life cycle management of Equifax SecureMark Certificates (as amended from time to time), located at <http://www.equifaxsecure.co.uk/policies/cps.html>;

"Certificate Revocation List" a time-stamped register (as updated from time to time) of revoked Certificates that has been digitally signed by the Certification Authority;

"Certification Authority" an entity which issues Certificates and performs all of the functions associated with issuing such Certificates;

"Compromised" is defined in Clause 3.1.5;

"Operational Period" a Certificate's period of validity, as defined in Clause 2.4;

"Private Key" a secret key used to create a digital signature, that can be verified by using the corresponding Public Key; and

"Public Key" a freely available key used to verify the digital signature of a message purportedly sent by the holder of the corresponding Private Key.

1.2 The headings to the Clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction thereof.

1.3 Words importing the singular shall include the plural and vice versa, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa.

2. Use of Certificate

2.1 On acceptance of the Subscriber's application by Equifax, and in consideration of the Subscriber's payment of the applicable fees (described in the Certificate Practice Statement) the Subscriber will be authorised to use the Certificate during the Operational Period subject to the terms of this Agreement, the Certificate Practice Statement and any conditions displayed on the Certificate.

2.2 The Subscriber has sole responsibility for the selection of a class of Certificate appropriate to Subscriber's intended use, taking into account (without limitation) the value of transactions for which such Certificate will be valid.

2.3 In the event of conflict between the provisions of this Agreement and the Certificate Practice Statement, this Agreement shall prevail.

2.4 The Operational Period of a Certificate runs from the date of issue of the Certificate until the earlier of:

2.4.1 1 year after the date of issue (unless stated otherwise in the Certificate) or as renewed in accordance with the Certificate Practice Statement;

2.4.2 revocation of the Certificate;

2.4.3 7 days after receipt of notice by the Subscriber from Equifax under Clause 9.1.1, if the failure to perform a material obligation has not been rectified; and

2.4.4 receipt of notice by Equifax from the Subscriber of termination of this Agreement.

2.5 At the expiry or termination of the Operational Period, Equifax will revoke the Certificate, and all rights of the Subscriber hereunder will terminate with immediate effect.

2.6 The Subscriber must keep and use the Subscriber's Private Key (or any part of it) in a manner which ensures that it is not Compromised. For the avoidance of doubt, the Subscriber will not breach this obligation if the Subscriber's Private Key is Compromised as a consequence solely of mathematical calculation unassisted by the Subscriber.

2.7 Except as otherwise provided in this Agreement, the Subscriber must not use the Certificate in any manner which represents that Equifax uses, approves, endorses or is associated in any way with the Subscriber or with any goods or services provided by the Subscriber.

3. Subscriber Responsibility for Notification

3.1 The Subscriber must notify Equifax promptly by surface mail, e-mail, fax or telephone of:

3.1.1 any change to the name, e-mail address, serial number, telephone number, facsimile number, job title or other identifying details of the Subscriber which are included in the application for a Certificate;

3.1.2 any attempt by a person other than a person authorised by the Subscriber to use the Certificate;

3.1.3 the insolvency, winding up or bankruptcy of the Subscriber;

3.1.4 the commencement of any legal or quasi-legal claim or action of which the Subscriber is aware which in any way involves or relates to, or which in the reasonably formed opinion of the Subscriber might at a later stage involve or relate to, the existence of or information contained in the Subscriber's Certificate; and

3.1.5 any reason to suspect that the Subscriber's Private Key (or any part of it) and/or Certificate has been compromised, lost, disclosed, modified or

otherwise no longer within the control of the Subscriber ("Compromised") including (without limitation) the temporary availability of the Subscriber's Private Key (or any part of it) to any person not expressly authorised by the Subscriber to use the Subscriber's Private Key and the Compromise of the Subscriber's Private Key as a result of mathematical calculation.

3.2 The Subscriber must immediately request that the Certificate be revoked if it reasonably suspects, or becomes aware that:

3.2.1 any of the information on the Certificate is incorrect or obsolete;

3.2.2 the Certificate or the Subscriber's Private Key (or the media holding the Private Key) has been Compromised; or

3.2.3 the Subscriber's web server is no longer under the Subscriber's ownership or control.

4. Subscriber Information

4.1 The Subscriber warrants, represents and undertakes that all information the Subscriber provides to Equifax ("Data") is true, accurate, current and complete.

4.2 The Subscriber hereby authorises Equifax to disclose Data to relevant third parties for the purposes of providing services associated with the Subscriber's Certificate, and to use relevant Data in the publication of the Certificate Revocation List.

4.3 If Equifax receives a request from the police or any legal or regulatory or governmental authority investigating suspected illegal activities, or a court order, to supply Data or information on the Subscriber's use of Equifax's services Equifax will do so.

5. Subscriber Indemnity

5.1 The Subscriber agrees to be fully responsible for, and to indemnify Equifax (including, without limitation, its officers, directors, employees, agents, successors and assigns) against all claims, liability, damages, losses, costs and expenses (including reasonable legal fees) suffered by Equifax arising out of:

5.1.1 any false or misleading statement of fact by the Subscriber (or any person acting on the behalf of the Subscriber);

5.1.2 any failure by the Subscriber to disclose a material fact, if such omission was made negligently or with the intent to deceive;

5.1.3 any failure on the part of the Subscriber to protect its Private Key and Certificate or to take the precautions necessary to prevent the same from being Compromised;

5.1.4 any breach of Clauses 3.1 or 4.1; or

5.1.5 the Subscriber's use of a revoked Certificate.

6. Equifax Warranties

6.1 Equifax provides the following limited warranties that at the time the Equifax SecureMark Certificate is issued:

6.1.1 the Certificate accurately records information provided to Equifax by the Subscriber in all material respects;

6.1.2 it will take all reasonably practicable measures to verify the accuracy of such information; and

6.1.3 the Certificate will comply with all applicable United Kingdom laws and regulations.

6.2 The Subscriber shall notify Equifax immediately upon becoming aware of any breach of the warranties in Clause 6.1. In the event of such breach:

6.2.1 Equifax will have a reasonable opportunity to correct any such breach by (as appropriate):

6.2.1.1 revoking the Certificate and issuing a replacement Certificate;

6.2.1.2 replacing the Private Key and/or any software provided by Equifax to enable use of the Private Key by the Subscriber.

6.2.2 If Equifax is unable to correct any such breach within a reasonable time or it believes that this is not a commercially sensible way of dealing with the breach, Equifax may (at its sole discretion) terminate this Agreement by notice to the Subscriber and reimburse any fee paid by the Subscriber for the Certificate.

6.3 Save as expressly set out in this Agreement Equifax disclaims any warranties with respect to the Certificate and related services provided by Equifax under this Agreement including (without limitation) any and all implied warranties of satisfactory quality or fitness for a particular purpose. Equifax does not warrant the security of any communications or the accuracy of the results of any encryption methods used by either the Subscriber, Equifax, or any other person. No oral or written information or advice given by Equifax or its employees or representatives shall create a warranty or increase the scope of Equifax's obligations.

7. Limitation of Equifax Liability

7.1 Subject to Clause 7.5, Equifax's entire liability to the Subscriber in contract, tort (including, without limitation, negligence), pre-contract or other representations or otherwise arising out of or in connection with this Agreement shall be limited in aggregate to the amount paid to Equifax by the Subscriber under this Agreement.

7.2 Equifax shall not be liable in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent representations) or otherwise arising out of or in connection with this Agreement for:

7.2.1 any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings);

7.2.2 any loss of goodwill or reputation; or

7.2.3 any special or indirect or consequential losses

in any case whether or not such losses were within the contemplation of either party at the date on which the event giving rise to the loss occurred.

7.3 Equifax shall not be liable (whether for breach of the warranties in Clause 6.1 or otherwise) for any defect or other problem with or in relation to the Certificate which results from any breach by the Subscriber of any of its obligations under this Agreement and/or the Certificate Practice Statement.

7.4 Equifax shall not be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its control, including but not limited to acts of god, war, governmental act, fire, flood, explosion, civil commotion or industrial dispute or, failure of telecommunications systems.

7.5 Nothing in this Agreement shall exclude or limit the liability of Equifax for death or personal injury resulting from Equifax's negligence.

8. Intellectual Property

Use of the Certificate carries no rights in relation to copyright, trademarks or other intellectual property rights in material or content. All right, title and

interest (including copyright and other intellectual property rights) in the Certificate and Equifax's services belongs to Equifax or its licensors.

9. Term and Termination

9.1 This Agreement may be terminated:

9.1.1 by Equifax on the failure of the Subscriber to perform any material obligation under this Agreement or the Certificate Practice Statement if the failure is not rectified within 10 days after notice of the failure; or

9.1.2 by the Subscriber at any time by requesting that their Certificate is revoked.

9.2 Any termination of this Agreement and the rights and obligations under this Agreement will not affect any accrued rights or liabilities of either party, nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly, or by implication, intended to come into or to continue in force on or after termination.

10. General

10.1 No assignment: The Subscriber shall not be entitled to assign, transfer, charge or deal in any other manner with this Agreement, or the Subscriber's rights under this Agreement.

10.2 No waiver: No waiver by Equifax shall be construed as a waiver of any future or succeeding breach of any provision.

10.3 No partnership: Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party. Neither party has the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

10.4 Enforceability: Each provision of this Agreement shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

10.5 Entire Agreement: This Agreement, the Certificate Policy Statement and the Certificate Practice Statement constitute the entire agreement of the parties with respect to its subject matter. No oral explanation or oral information given by either party shall alter the interpretation of this Agreement. The Subscriber confirms that, in agreeing this Agreement the Subscriber has not relied on any representation except to the extent that the same has expressly been made a representation in this Agreement, and the Subscriber agrees that the Subscriber shall have no remedy in respect of any misrepresentation (except a fraudulent misrepresentation) which has not become a term of this Agreement.

10.6 Third Party Rights: Notwithstanding any other provision in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement. Nothing in this Agreement shall affect any right or remedy of a third party which exists or is available other than as a result of that Act.

Law: This Agreement shall be governed by and construed in accordance with English law and the Subscriber irrevocably submits to the non-exclusive jurisdiction of the courts of England.