



**AFFIRMTRUST BASIC TERMS OF  
SERVICE  
(6 March 2017 v3.1)**

This AffirmTrust Basic Terms of Service (Agreement”) is an agreement between you and AffirmTrust.

AffirmTrust offers a suite of products and services that includes SSL digital certificates and related services (“Services”). The Definitions at the end of this Agreement contain important provisions which you should review to understand this Agreement.

**1. The Terms of Service.** By clicking the checkbox in the registration pages of the Services indicating your acceptance of the Terms of Service or transmitting a signed copy to AffirmTrust by other means, you and any entity you represent (collectively, "you" or “Subscriber”) are hereby agreeing with AffirmTrust to the following Terms of Service.

Important: the following agreement sets forth the terms and conditions under which AffirmTrust or an Affiliate of AffirmTrust is willing to provide the Services to you as an individual user or an authorized representative of an entity. By accepting this Agreement, you are entering into a binding legal contract with AffirmTrust. The terms and conditions of this Agreement will then apply to your use of the Services. Please print this Agreement for your records and save a copy electronically.

You must read and accept this Agreement before you install or use the Services. If you are an individual, then you must be at least 18 years old and have attained the age of majority in the jurisdiction where you live to enter into this Agreement. If you are acquiring the Services on behalf of an entity, then you must be properly authorized to represent that entity and to accept this Agreement on its behalf.

AffirmTrust reserves the right from time to time to enhance, reduce, modify, or discontinue the Services and to impose new or different conditions on their use. AffirmTrust may change or update these Basic Terms of Service at any time by posting the changes or the updated Basic Terms of Service on the AffirmTrust website, and it is your responsibility to routinely review the Basic Terms of Service from time to time. Your use of the Services after changes or updates to the Basic Terms of Service are posted on AffirmTrust’s website shall constitute your acceptance of the Basic Terms of Service as modified to the extent permitted by applicable law and shall modify this Agreement accordingly.

Under applicable standards, your Organization and each organization in a Profile in your account must be re-authenticated at periodic intervals in order for you to continue to use the Services. You agree that this Agreement (as it may be changed or updated from time to time pursuant to the prior paragraph) shall continue to apply even after the Organization or any organization in a Profile in your account is re-authenticated, and that AffirmTrust will not be required to submit or agree to a new agreement with you following re-authentication of the Organization or any organization in a Profile in your account.

You warrant that you have the authority to agree to this Agreement on behalf of (1) the Organization named in your account and all present and future organizations that may be included in Profiles in your account and also (2) all Administrators named in your account and as well as all Administrators who may be added to your account in the future. You also agree

that all present and future Administrators for your account (including Administrators for Profiles) shall have the roles and authority as described in the customer portal for the Services and related training and help materials, including the ability to appoint other Administrators and choose account and Profile preferences, and that this Agreement shall apply to all Administrators presently named in your account and any Profile and added to your account and any Profile in the future.

**2. Ineligible Parties.** To the extent permissible by law, you are ineligible to subscribe to the Services if: (1) you are a competitor of ours, (2) you or your employees using the Services have been convicted of any computer or Internet-related crimes, (3) you are more than sixty (60) days past due on any monies owed to us, or (4) you are located in a region that is prohibited from using the Services by law.

**3. Your Identity and Authority.** You agree to provide current, accurate information in all electronic or hardcopy registration forms submitted in connection with the Services. You agree not to impersonate or in any way misrepresent your affiliation or authority to act on behalf of any person, company, or other entity. By subscribing to the Services or accepting the Agreement, you certify that your personnel and agents using the Services are authorized to act on your behalf. You agree to cooperate with AffirmTrust and use commercially reasonable measures to verify the identity and authority of persons using the Services.

If you have authorized or allowed any third party (such as an ISP, web hosting company, or other service provider) to act on your behalf or to act as your agent in obtaining Certificates under the Services, including but not limited to performing any steps in the Certificate ordering process on your behalf (such as agreeing to the AffirmTrust Terms of Service on your behalf, generating a key pair for you, submitting a CSR for you, performing vetting or domain validation steps for you, etc.), you hereby represent and warrant to us that such third party has your permission and the full power, capacity and legal authority from you to take such steps on your behalf as your authorized agent.

**4. Extended Validation (EV) Certificates.** This Agreement does not include the additional terms and conditions that are applicable to the issuance of Extended Validation (EV) Certificates. You will be required to accept a separate AffirmTrust Extended Validation Terms of Service in order to obtain EV certificates as part of the Services. If AffirmTrust issues EV Certificates to you and you use the services in connection with the issuance of such EV Certificates, you agree to and accept such additional or different terms as a condition of your use.

**5. Processing a Certificate Request; Obligations of the Parties.**

**5.1. AffirmTrust Obligations.** AffirmTrust will: (a) issue Certificates in accordance with our CPS; (b) perform authentication of Subscribers as described in our CPS; (c) revoke Certificates as described in our CPS; and (d) perform any other functions which are described within our CPS. Upon AffirmTrust's receipt of the necessary payment (if any) and upon completion of authentication procedures required for the Certificate selected, AffirmTrust will process a Certificate Request. If the Certificate Request is approved, AffirmTrust will issue you a Certificate for your use in accordance with this Agreement. After you receive your Certificate, you must review the information in it and promptly notify AffirmTrust of any errors. Upon receipt of such notice, AffirmTrust may revoke the issued Certificate and issue you a corrected Certificate.

**5.2. Your Obligations.** You are required and agree to (a) submit truthful information about yourself and your business entity, domain ownership and contacts, as applicable, (b) not install or use the Certificate until you have reviewed and verified the accuracy of the data in each Certificate; (c) at all times abide by our CPS and the terms and conditions of this Agreement, (d) install and use all Certificates in compliance with all applicable laws and solely for authorized Organization business. You agree you will only use the Certificate for purposes of negotiating SSL sessions, and that you are solely responsible for the protection of your Private Key and for notifying AffirmTrust immediately in the event that your Private Key has been Compromised.

**6. Use Restrictions.** You are prohibited from using your Certificate (a) for or on behalf of any other organization; (b) to perform private or public key operations in connection with any domain and/or organization name other than the ones you submitted on your Certificate Request; or (c) for use as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage.

If you are an Existing Entrust Customer, you agree you will only use Certificates that you obtain under this Agreement as Internal Certificates (see Definitions). You may not use Certificates on any server or device that is Internet accessible. If you breach this use restriction, you agree that AffirmTrust may immediately terminate this Agreement (in addition to the other bases AffirmTrust has for terminating this Agreement stated in Section 22 and elsewhere in this Agreement) and revoke all Certificates that you obtained under this Agreement.

**7. Revocation.** If you discover or have reason to believe there has been a Compromise of your private key, or the information within your Certificate is incorrect or has changed, or if any organization name and/or domain name registration has changed, or for any other reason stated in the CPS, you must immediately notify AffirmTrust. AffirmTrust retains the right to revoke your Certificate at any time without notice if (a) AffirmTrust discovers that the information within your Certificate is no longer valid; (b) you fail to perform your obligations under the terms of this Agreement; or (c) as otherwise provided in our CPS.

**8. Problem Reporting.** If you wish to report complaints or suspected Private Key Compromise, Certificate misuse, or other types of fraud, compromise, misuse, or inappropriate conduct related to Certificates at any time, you agree to follow the Problem Reporting procedures stated in our CPS.

**9. Obligations upon Revocation or Expiration.** Upon expiration or notice of revocation of your Certificate, you shall permanently remove your Certificate from all devices on which it is installed and shall not use it for any purpose thereafter.

## **10. Representations and Warranties – AffirmTrust Services.**

**10.1 AffirmTrust Representations and Warranties.** AffirmTrust represents and warrants that (a) its issuance of Certificates shall comply in all material respects with our CPS; and (b) its revocation services and use of a Repository conform to our CPS in all material aspects; and (c) those other representations and warranties stated in our CPS.

**10.2 Your Representations and Warranties.** You represent and warrant to AffirmTrust and to all Relying Parties and Application Software Suppliers as follows:

- (a) You agree that the requirements of this Agreement are a condition of obtaining a Certificate and using the Services;
- (b) All information material to the issuance of a Certificate that you provide to AffirmTrust in any Certificate Request and as otherwise required by AffirmTrust will be accurate and complete;
- (c) You will review and verify the contents of all Certificates for accuracy before use and specifically you will not install and use an Certificate until you have reviewed and verified the accuracy of all data in each Certificate;
- (d) You have the legal authority to order and use (or to provide to a Parent, Subsidiary, or Affiliate for use) Certificates (i) containing the Profile of any Parent, Subsidiary, or Affiliate of yours, or (ii) for any domain or IP address which is registered to any Parent, Subsidiary, or Affiliate of yours, and you have authorized all Parents, Subsidiaries, or Affiliates of yours to do the same with your Profile and all domains and IP addresses that are registered to you. In such event, you represent and warrant that all Parents, Subsidiaries, and Affiliates of yours shall be legally bound by the terms of this Agreement in connection with such Certificates.
- (e) You will promptly cease using a Certificate and its associated Private Key, and promptly request AffirmTrust to revoke a Certificate, in the event that: (a) any information in the Certificate is, or becomes, incorrect or inaccurate, or (b) there is any actual or suspected misuse or Compromise of the Private Key associated with the Public Key included in the Certificate;
- (f) The information you provide (including your e-mail address) in any Certificate Request does not infringe the Intellectual Property Rights of any third party;
- (g) You will take all reasonable measures to maintain sole control of, keep confidential, and properly protect at all times the Private Key that corresponds to the Public Key to be included in any requested Certificate and any associated activation data or device (e.g. password or token);
- (h) You will install Certificates only on servers that are accessible at the domain names listed in the Certificate, and use the Certificate solely in compliance with all applicable laws and in accordance with this Agreement and our Certification Practice Statement (CPS);
- (i) Each digital signature created using your private key is your digital signature, and each Certificate you use has been accepted and is operational (not expired or revoked) at the time each digital signature is created;
- (j) You will promptly cease all use of the Private Key corresponding to the Public Key included in a Certificate upon revocation of that Certificate for reasons of Key Compromise;
- (k) You will respond to our instructions concerning private key Compromise or Certificate misuse within the period specified; and

(l) You acknowledge and accept that AffirmTrust will be entitled to revoke a Certificate immediately if you violate the terms of this Agreement or if AffirmTrust discovers that a Certificate is being used to enable criminal activities such as phishing attacks, fraud, or the distribution of malware.

**11. Disclaimers of Warranties – Services.** EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN SECTION 10.1 ABOVE AND IN OUR CPS, AFFIRMTRUST AND AFFIRMTRUST GROUP AFFILIATES EXPRESSLY DISCLAIM AND MAKE 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 (INCLUDING SUPPORT SERVICES), THIS AGREEMENT, OUR CPS OR ANY CERTIFICATE ISSUED HEREUNDER, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE 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. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, AFFIRMTRUST AND AFFIRMTRUST GROUP AFFILIATES FURTHER DISCLAIMS AND MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, TO ANY SUBSCRIBER OR ANY RELYING PARTY THAT (I) THE SUBSCRIBER TO WHICH IT HAS ISSUED A CERTIFICATE IS IN THE FACT THE PERSON, ENTITY OR ORGANIZATION IT CLAIMS TO HAVE BEEN (II) A SUBSCRIBER IS IN FACT THE PERSON, ENTITY OR ORGANIZATION LISTED IN THE CERTIFICATE, OR (III) THAT THE INFORMATION CONTAINED IN THE CERTIFICATES OR IN ANY CERTIFICATE STATUS MECHANISM COMPILED, PUBLISHED OR OTHERWISE DISSEMINATED BY THE AFFIRMTRUST GROUP, OR THE RESULTS OF ANY CRYPTOGRAPHIC METHOD IMPLEMENTED IN CONNECTION WITH THE CERTIFICATES IS ACCURATE, AUTHENTIC, COMPLETE OR RELIABLE.

IT IS AGREED AND ACKNOWLEDGED THAT SUBSCRIBERS ARE LIABLE FOR ANY MISREPRESENTATIONS MADE TO AFFIRMTRUST AND RELIED UPON BY A RELYING PARTY. AFFIRMTRUST AND AFFIRMTRUST GROUP AFFILIATES DO NOT WARRANT OR GUARANTEE UNDER ANY CIRCUMSTANCES THE "NON-REPUDIATION" BY A SUBSCRIBER AND/OR RELYING PARTY OF ANY TRANSACTION ENTERED INTO BY THE SUBSCRIBER AND/OR RELYING PARTY INVOLVING THE USE OF OR RELIANCE UPON A CERTIFICATE.

IT IS UNDERSTOOD AND AGREED UPON BY SUBSCRIBERS AND RELYING PARTIES THAT IN USING AND/OR RELYING UPON A CERTIFICATE THEY ARE SOLELY RESPONSIBLE FOR THEIR RELIANCE UPON THAT CERTIFICATE AND THAT SUCH PARTIES MUST CONSIDER THE FACTS, CIRCUMSTANCES AND CONTEXT SURROUNDING THE TRANSACTION IN WHICH THE CERTIFICATE IS USED IN DETERMINING SUCH RELIANCE.

THE SUBSCRIBERS AND RELYING PARTIES AGREE AND ACKNOWLEDGE THAT CERTIFICATES HAVE A LIMITED OPERATIONAL PERIOD AND MAY BE REVOKED AT ANY TIME. SUBSCRIBERS AND RELYING PARTIES ARE UNDER AN OBLIGATION TO VERIFY WHETHER A CERTIFICATE IS EXPIRED OR HAS BEEN REVOKED. AFFIRMTRUST AND AFFIRMTRUST GROUP AFFILIATES HEREBY DISCLAIM ANY AND ALL LIABILITY TO SUBSCRIBERS AND RELYING PARTIES WHO DO NOT FOLLOW SUCH PROCEDURES.

MORE INFORMATION ABOUT THE SITUATIONS IN WHICH A CERTIFICATE MAY BE REVOKED CAN BE FOUND IN THE CPS.

AffirmTrust and AffirmTrust Group Affiliates provide no warranties with respect to another party's software, hardware or telecommunications or networking equipment (a) utilized in connection with the use, issuance, revocation or management of Certificates or (b) providing other services (including, without limitation, any support services). Subscribers and Relying Parties agree and acknowledge that AffirmTrust and the AffirmTrust Group Affiliates are not responsible or liable for any misrepresentations or incomplete representations of Certificates or any information contained in such Certificates caused by another party's application software or graphical user interfaces. The cryptographic key-generation technology used by Subscribers and Relying Parties in conjunction with the Certificates may or may not be subject to the intellectual property rights of third parties. It is the responsibility of Subscribers and Relying Parties to ensure that they are using technology that is properly licensed or to otherwise obtain the right to use such technology.

**12. Indemnity – Services.** Unless otherwise set forth in the CPS and/or this Agreement, you hereby agree to indemnify and hold AffirmTrust and AffirmTrust Group Affiliates (including, but not limited to, its officers, directors, employees, agents, successors and assigns) harmless from any claims, actions, or demands that are caused by the use or publication of a Certificate and that arise from (i) any false or misleading statement of fact by the Subscriber (or any person acting on the behalf of the Subscriber) (ii) any failure by the Subscriber to disclose a material fact, if such omission was made negligibly or with the intent to deceive; (iii) any failure on the part of the Subscriber to protect its Private Key and Certificate or to take the precautions necessary to prevent the Compromise, disclosure, loss, modification or unauthorized use of the Private Key or Certificate; or (iv) any failure on the part of the Subscriber to promptly notify AffirmTrust of the Compromise, disclosure, loss, modification or unauthorized use of the Private Key or Certificate once the Subscriber has constructive or actual notice of such event. The terms of this Section 12 will survive any termination of this Agreement.

### **13. Limitations of Liability**

13.1 AFFIRMTRUST, AFFIRMTRUST GROUP AFFILIATES, ANY RESELLERS, CO-MARKETERS, SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, AND EMPLOYEES AND DIRECTORS OF ANY OF THE FOREGOING (COLLECTIVELY, "AFFIRMTRUST AND ITS ENTITIES") SHALL NOT BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FOR BREACH OF A STATUTORY DUTY OR IN ANY OTHER WAY (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) FOR:

- (I) ANY ECONOMIC LOSS (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS);
- (II) TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY LOSS OR DAMAGE RESULTING FROM DEATH OR INJURY OF SUBSCRIBER AND/OR ANY RELYING PARTY OR ANYONE ELSE;
- (III) ANY LOSS OF GOODWILL OR REPUTATION;
- (IV) ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, SPECIAL, PUNITIVE, EXEMPLARY DAMAGES, OR
- (V) ANY LOSS OR DAMAGE THAT IS NOT DIRECTLY ATTRIBUTABLE TO THE USE OR RELIANCE ON A CERTIFICATE OR SERVICE PROVIDED UNDER THIS CPS INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE

RESULTING FROM THE COMBINATION OR INTEGRATION OF THE CERTIFICATE OR SERVICE WITH ANY SOFTWARE OR HARDWARE NOT PROVIDED BY AFFIRMTRUST IF THE LOSS OR DAMAGE WOULD NOT HAVE OCCURRED AS A RESULT OF USE OF THE CERTIFICATE ALONE.

IN ANY CASE WHETHER OR NOT SUCH LOSSES OR DAMAGES WERE WITHIN THE CONTEMPLATION OF THE PARTIES AT THE TIME OF THE APPLICATION FOR, INSTALLATION OF, USE OF OR RELIANCE ON THE CERTIFICATE, OR AROSE OUT OF ANY OTHER MATTER OR SERVICES (INCLUDING, WITHOUT LIMITATION, ANY SUPPORT SERVICES) UNDER THIS AGREEMENT, THE APPLICABLE CPS OR WITH REGARD TO THE USE OF OR RELIANCE ON THE CERTIFICATE.

13.2 IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF AFFIRMTRUST AND ITS ENTITIES TO ANY APPLICANT, SUBSCRIBER, RELYING PARTY OR ANY OTHER PERSON, ENTITY, OR ORGANIZATION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE CPS AND ALL CERTIFICATES ISSUED (INCLUDING WITHOUT LIMITATION, THE INSTALLATION OF, USE OF OR RELIANCE UPON A CERTIFICATE) AND SERVICES PROVIDED UNDER THIS AGREEMENT UNDER ANY CAUSE OF ACTION, OR ANY CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL OR EQUITABLE THEORY OR IN ANY OTHER WAY, EXCEED THE AMOUNT PAID TO AFFIRMTRUST FOR THE SERVICES UNDER THIS AGREEMENT OVER THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM, UP TO A MAXIMUM OF TEN THOUSAND U.S. DOLLARS (US\$10,000.00) (EXCEPT THAT FOR ANY EXTENDED VALIDATION (EV) CERTIFICATES ISSUED UNDER THIS AGREEMENT, AFFIRMTRUST AND ITS ENTITIES' AGGREGATE LIABILITY IS LIMITED TO TWO THOUSAND U.S. DOLLARS (US\$2,000.00) PER SUBSCRIBER OR RELYING PARTY PER EV CERTIFICATE, UP TO A MAXIMUM OF FIFTY THOUSAND U.S. DOLLARS (US\$50,000.00)).

13.3 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 A SUBSCRIBER AND/OR A RELYING PARTY BUT SHALL BE GIVEN EFFECT TO THE FULL EXTENT PERMITTED BY LAW. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY ON A CERTIFICATE-BY-CERTIFICATE BASIS, REGARDLESS OF THE NUMBER OF TRANSACTIONS OR CLAIMS RELATED TO EACH CERTIFICATE, AND SHALL BE APPORTIONED FIRST TO THE EARLIER CLAIMS TO ACHIEVE FINAL RESOLUTION. In no event will AffirmTrust or AffirmTrust Group Affiliates be liable for any damages to Applicants, Subscribers, Relying Parties or any other person, entity or organization arising out of or related to the use or misuse of, or reliance on any Certificate issued under this Agreement or the CPS that: (i) has expired or been revoked; (ii) has been used for any purpose other than as set forth in this Agreement or the CPS; (iii) has been tampered with; (iv) with respect to which the Key Pair underlying such Certificate or the cryptography algorithm used to generate such Certificate's Key Pair, has been Compromised by the action of any party other than AffirmTrust or AffirmTrust Group Affiliates (including without limitation the Subscriber or Relying Party); or (v) is the subject of misrepresentations or other misleading acts or omissions of any other party, including but not limited to Subscribers and Relying Parties. In no event shall AffirmTrust or AffirmTrust Group Affiliates be liable to the Subscriber, Relying Party or other party for damages arising out of any claim that a Certificate infringes any patent, trademark, copyright, trade secret or other intellectual property right of any party.

**14. Conduct and Content.** You agree to the following provisions: (a) you will use the Services in a responsible, businesslike manner in accordance with the law; (b) you are responsible for your conduct while using the Services, as well as for any content you post, distribute, transmit or solicit from others while using the Services; (c) you will not use the Services in such a way as to distribute, link-to, transmit or solicit any content of any type that: (i) is unlawful, libelous, violates a contract, or regulation; (ii) is obscene, harmful to minors, pornographic, invasive to another's privacy, racist, unethical, or otherwise offensive; (iii) advocates or solicits criminal behavior, violence or racism; (iv) infringes on someone's intellectual property rights, copyright, or other right; (v) constitutes unauthorized or unsolicited commercial communications such as bulk or spam email; (vi) contains any computer code designed to disrupt, damage or impair any computer or network systems and software, such as viruses, Trojans, back doors, or macros, whether or not any damage occurs; (vii) surreptitiously intercepts, downloads, copies, detrimentally interferes with, damages, or expropriates any system, data, or personally identifying information; (h) defaces the Web site or Services in any way; or (viii) reveals your account access information such as your password or secret question; and (d) you will comply with all applicable laws, regulations, and our policies regarding on-line conduct and content.

**15. Security.** You agree not to provide access to the Services by: (a) allowing others to use your account; (b) creating an account for someone who is not authorized to perform the role or view the information for which you have granted access; or (c) failing to revoke access for those persons who are no longer authorized to access the Services for any reason. You will immediately notify AffirmTrust of any unauthorized access from your account or the accounts of others for which you have administrative authority, including the use of accounts, passwords, or any other breach of security. You will not solicit another party's password for any reason. You will not access someone else's account, nor disrupt, interfere, or limit the functioning of the Services, or others' enjoyment of the Services.

**16. Payment for the Services; Breach for Non-Payment.** You agree to pay for the Services according to the stated price and terms in any quotation, purchase order or invoice mutually agreed by the parties or as stated on our website. You are in breach of this Agreement if you fail to pay any amount owed to AffirmTrust when due, subject to a ten day grace period, or you fail to comply with the Agreement. Unless otherwise stated, fees for Services are due in advance and subject to payment terms in the invoice(s) for the Services, which are incorporated into the Agreement by reference. If you are in default, AffirmTrust may take any or all of the following actions to remedy the default and protect our interests: (a) declare all unpaid monies immediately due and payable; (b) terminate the Services; and (c) take any other lawful action AffirmTrust may deem appropriate to enforce your obligations under the Agreement. You agree to pay costs and reasonable attorney's fees AffirmTrust may incur enforcing our rights under this Agreement.

**17. Sales/Use Tax.** You agree to pay all sales and other taxes, however designated, which are levied or imposed by reason of the transactions contemplated hereby, except for taxes based on our net income, but including the taxes which would be levied, imposed or charged subsequent to subscribing to the Service but effective in respect to the Services subscribed. AffirmTrust reserves the right to recover such sums at any time during the period of providing Services or after its Termination, and non-payment of such taxes by the you shall amount to Breach of the Agreement, entitling AffirmTrust to remedies detailed under the heading "Payment for the Services; Breach for Non-Payment" above.

**18. Privacy**



**18.1 Personnel Information.** By agreeing to this Agreement, you also agree that AffirmTrust may collect and use your personnel's personally identifying information in accordance with the Entrust Datacard Corporation Privacy Statement (available at <https://www.entrust.com/privacy/> or elsewhere on our website) (the "AffirmTrust Privacy Policy"). You also agree to make commercially reasonable efforts to avoid accessing or revealing private or personally identifying information using the Services, and to comply with any provisions of the AffirmTrust Privacy Policy that may affect use of the Services. The AffirmTrust Privacy Policy is incorporated here by reference, and is subject to change from time to time at our sole discretion.

**18.2 Certificate Information.** AffirmTrust may insert in your Certificate any information that you provide to AffirmTrust in your Certificate Request. AffirmTrust may also (a) use information that you provide to AffirmTrust to authenticate Subscribers, (b) publish your Certificate and information about its status in the Repository; (c) publish your Certificates to one or more CT (Certificate Transparency) logs which may be viewed by the public, and (d) use such information for the purposes set out in this Agreement and in the AffirmTrust Privacy Policy. You are aware and provide your consent that AffirmTrust will process and/or transfer the information you provide in your Certificate Request in the United States and/or Canada and in any other jurisdictions where the AffirmTrust Group Affiliates maintains a presence. Except for the foregoing, information submitted by you will be kept confidential by AffirmTrust, and AffirmTrust will not release such information without your prior consent.

**18.3. Aggregate Customer Information.** Notwithstanding the previous subsection, AffirmTrust may disclose customer information on an aggregate basis, and you hereby grant to AffirmTrust a license to do so, including the right to modify the aggregated customer information and to permit third parties to perform such functions on its behalf.

**18.4 Other Privacy Provisions.** Except as otherwise provided in this Section 18, AffirmTrust shall not disclose to any third party any personally identifiable information about any customer that AffirmTrust obtains in its performance of the Services hereunder. However, AffirmTrust may make such information available (i) to courts, law enforcement agencies or other third parties (including release in response to civil discovery) upon receipt of a court order or subpoena or upon the advice of AffirmTrust's legal counsel, (ii) to law enforcement officials and others for the purpose of investigating suspected fraud, misrepresentation, unauthorized access, or potential illegal activity by you in the opinion of AffirmTrust and (iii) to third parties as may be necessary for AffirmTrust to perform its responsibilities under this Agreement.

**19. Confidentiality.** Except as provided in the AffirmTrust Privacy Policy, you and AffirmTrust agree, for a period of five (5) years following expiration or termination of the Services, to hold each other's Confidential Information in confidence and not to disclose it to any third party without the prior written consent of the disclosing party. The parties agree to use such Confidential Information of the disclosing party only for the purpose of performing the party's obligations under this Agreement. Further, the receiving party shall use the same degree of care it uses with respect to its own Confidential Information to prevent the unauthorized disclosure to a third party, but in no event less than reasonable care. You understand and agree that AffirmTrust may transfer your data, which is gathered by the Services purchased by you, to our data centers outside of your nation for purposes of fulfilling our obligations under the Agreement. "Confidential Information" shall mean non-public, proprietary information including, without limitation, any information, technical data or know-how relating to discoveries, ideas, inventions, concepts, software, equipment, designs, drawings, specifications, techniques, processes, models, data, source code, object code, documentation, diagrams, flow charts, research, development, business plans or opportunities, business strategies, future projects or

products, projects or products under consideration, procedures, and information related to finances, costs, prices, vendors of a party and its employees which is disclosed by such party or on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally, or by drawings or inspection of equipment or software, to the other party or any of its employees or agents. You agree that the password or secret question used by you to access your account to receive Services shall be treated as Confidential Information. The obligations to protect Confidential Information under this Section shall not apply to information which: (a) is or becomes publicly known through no act or failure to act on the part of the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) became rightfully known to the receiving party, without confidential or proprietary restrictions, from a source other than the disclosing party; (d) is approved by the disclosing party for disclosure without restriction; (e) is or was developed independently by the receiving party without use of or reference to any of the Confidential Information and without violation of any confidentiality restriction; or (f) is required to be disclosed by law.

The foregoing confidentiality obligation shall not apply, however, to information appearing on Certificates, information relating to Certificate revocation, or to information regarding Subscribers that is already in the possession of or separately acquired by AffirmTrust or the AffirmTrust Group Affiliates.

**20. Use of Interactive Services.** Any forums, chat rooms, support tools or other interactive tools that are associated with the Services are intended as tools to discuss computer security issues, our generally available products, services, and other business, and technical issues related to the use of the Services. The interactive services are not intended to register complaints and may not be used by you to solicit for business. AffirmTrust does not normally screen or edit user content or monitor interactive services, except as necessary to provide technical and user support, but reserve the right to do so in the future. AffirmTrust is not responsible for any unintended or prohibited content.

**21. Consent to Electronic Communications.** AffirmTrust may be required to send you legal notices and other communications about the Services or our use of the information you provide AffirmTrust ("Communications"). AffirmTrust will send Communications to you via in-product notices or via email to your registered email address, or will post Communications on our website. By accepting this Agreement, you consent to receive all Communications through these electronic means only and acknowledge and demonstrate that you can access Communications on our websites.

**22. Term and Termination.** You agree that the terms of this Agreement shall remain in effect for as long as you subscribe to or renew the Services and until all your Certificates have expired or been earlier revoked. You agree that this Agreement can only be terminated by you after you have stopped using the Services, have paid all monies owed to us, and all your Certificates have expired or been earlier revoked. You agree that AffirmTrust can terminate this Agreement at any time with or without cause if AffirmTrust has reason to believe that you are violating the terms in any way, or if the Service is permanently discontinued. Each renewal of Services shall be subject to these or modified Terms of Services in effect at the time of renewal.

**23. Entire Agreement; Conflict.** You acknowledge that this Agreement with the AffirmTrust Privacy Policy constitute the entire agreement between you and us. You agree that this Agreement supersedes any prior agreements or statements made verbally or in writing. In the event there is a master services or license agreement in place between you and us, you agree

that the terms of this Agreement shall govern and control exclusively for this purchase over the master services or license agreement.

**24. Severability.** You agree that if any term in this Agreement is deemed to be invalid, unlawful or unenforceable for any reason, all other terms shall remain in force.

**25. Governing Law.** The laws of the Province of Ontario, Canada, excluding its conflict of laws rules, shall govern the construction, validity, interpretation, enforceability and performance of this Agreement and any Certificates issued under this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement and any Certificates issued under this Agreement is expressly excluded. Any dispute arising out of or in respect to this Agreement and any Certificates issued or services provided under this Agreement that is not resolved by alternative dispute resolution, shall be brought in the provincial or federal courts sitting in Ottawa, Ontario, and each person, entity, or organization hereby agrees that such courts shall have personal and exclusive jurisdiction over such disputes. In the event that any matter is brought in a provincial or federal court, Applicants, Subscribers, and Relying Parties waive any right that such Applicants, Subscribers, and Relying Parties may have to a jury trial.

**26. Dispute Resolution.** Prior to commencing any litigation, AffirmTrust and you agree to seek an amicable settlement of any disputes or claims, provided that either party may commence litigation at any time to avoid prejudice to any rights in equity or law.

**27. Waiver of Rights.** You agree that the only way to waive rights under this Agreement is explicitly and in writing. Any failure to enforce any right under this Agreement will not waive that right.

**28. Fiduciary Relationships.** AffirmTrust and the AffirmTrust Group Affiliates are not agents, fiduciaries, trustees, or other representatives of yours and the relationship between AffirmTrust and you is not that of an agent and a principal. AffirmTrust makes no representation to the contrary, either explicitly, implicitly, by appearance or otherwise. You have no authority to bind AffirmTrust by contract or otherwise, to any obligation.

**29. Force Majeure.** Neither party shall 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 fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, or labor difficulties or any other similar cause beyond the reasonable control of the party.

**30. Compliance with Laws and Export Requirements.** You acknowledge and agree to use the Services and Certificates in compliance with all applicable laws and regulations, including without limitation all applicable export laws and regulations. AffirmTrust may refuse to issue or may revoke Certificates if in our reasonable opinion the continued use the Services or the issuance and continued use of such Certificates would violate applicable laws and regulations.

**31. Assignment.** AffirmTrust may assign or transfer our rights under this Agreement at any time without notice or consent. Except as stated otherwise, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights in this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option.

**32. Notices and Communications.** You agree to make all notices, demands or requests to AffirmTrust with respect to this Agreement in writing to the "Contact" address listed on the AffirmTrust website.

### **Definitions Applicable to this Agreement**

"Administrator" means any of the administrator roles included in the Services for your Organization and for any organization in a Profile in your account, including but not limited to Global Administrator, Certificate Administrator, Primary Administrator, and Standard Administrator, each with the roles and authority as described in the customer portal for the Services and related training and help materials.

"Affiliate" means an organization which is directly or indirectly controlled by one entity, which directly or indirectly controls such entity or which is under common control with such entity; "control" means the direct or indirect ownership of more than fifty percent (50%) of the shares or interests entitled to vote for the directors of such entity or the equivalent, for so long as such entitlement exists, or equivalent power over management.

"AffirmTrust" means Entrust Limited, an Ontario, Canada corporation doing business as AffirmTrust.

"AffirmTrust Group" means collectively Entrust Holdings, Inc., its subsidiaries, its licensors (including for the avoidance of any doubt Microsoft), its Resellers, its suppliers, and the directors, officers, employees, agents and independent contractors of any of them.

"AffirmTrust Group Affiliates" means collectively, Entrust Datacard Corporation and its Affiliates.

"Applicant" has the same meaning as set out in the CPS.

"Application Software Supplier" means a supplier of Internet browser software or other relying-party application software that displays or uses Certificates and has included our root certificates in its software.

"Certificates" means digital certificates, including EV Certificates, provided to you through the Services that you may use to support SSL/TLS sessions between a web browser and a web server owned or controlled by you using encryption.

"Certification Practice Statement" or "CPS" means a document, as revised from time to time, representing a statement of the practices AffirmTrust employs in issuing Certificates. AffirmTrust's CPS is currently published at [www.affirmtrust.com](http://www.affirmtrust.com) or such other URL as AffirmTrust may use in the future as a Repository for documents relating to the Services.

"Certificate Request" means a request for a Certificate submitted by anyone who has been authorized to request a Certificate from AffirmTrust through the Services or otherwise.

"Compromise" - See description of compromise in "Key Compromise."

“Existing Entrust Customer” means a customer who is purchasing or using SSL/TLS certificates or related products or services from Entrust Limited or Entrust, Inc. under a contract or agreement other than this Agreement.

“Intellectual Property Rights” means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

“Internal Certificate” means a Certificate used on a server or device that is not Internet accessible.

“Key Compromise” - A Private Key is said to be compromised if its value has been disclosed to an unauthorized person, an unauthorized person has had access to it, or there exists a practical technique by which an unauthorized person may discover its value. A Private Key is also considered compromised if methods have been developed that can easily calculate it based on the Public Key such as a Debian weak key or if there is clear evidence that the specific method used to generate the Private Key was flawed.

“Organization” means the organization or entity which is listed for the Services and which accepts this Agreement and uses the Services provided by AffirmTrust. The Organization is the Subscriber for any SSL Certificate or Certificates issued pursuant to the terms of this Agreement.

“Parent” means an organization that owns enough voting stock in another organization to control management and operations by influencing or electing its board of directors; the second company being deemed as a subsidiary of the parent company.

“Profile” means an organization that has been authorized to receive Services on your account.

“Profile Organization” means the organization included in a Profile, which may or may not be the same as your Organization.

“Relying Party” shall mean an individual or organization that acts in reliance on a Certificate.

“Relying Party Agreement” shall mean an agreement setting forth the terms and conditions under which an individual or organization acts as a Relying Party, such as the AffirmTrust Relying Party Agreement published in the Repository.

“Repository” shall mean the collection of documents located at the link for the Repository or Resources which may be accessed from the AffirmTrust website.

“Services” means the SSL Services provided to you pursuant to this Agreement, as such Agreement may be changed from time to time.

“SSL Services” means those services offered by AffirmTrust and purchased by you, and are provided for the purposes of allowing you to order SSL digital certificates from us. For Certificates issued through the SSL Services, you (or the person or entity for whom you are acting) are the Subscriber.

"Subscriber" means a person, organization, or entity that is the owner of or has the right to the device that is the subject of, and has been issued a Certificate, and is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate at issue. For Certificates issued through the Services, you (or the person or entity for whom you are acting) are the Subscriber.

"Subsidiary" means an organization that is completely or partly owned by another organization that owns more than half of the subsidiary's stock, and which normally acting as a holding corporation which at least partly or (when as) a parent corporation, wholly controls the activities and policies of the daughter corporation. The controlling entity is called its parent company, parent, or holding company.

[AffirmTrust Basic TOS v3.1 – 6 March 2017]