

DIGI-SIGN CERTIFICATION SERVICES LIMITED
SUBSCRIBER TERMS AND CONDITIONS (For SSL Certificate)

電子核證服務有限公司
登記人條款及細則 (SSL 伺服器證書適用)

1. **THE CPS**
By signing the application form, the Subscriber confirmed that he has read, understood this Subscriber Terms and Conditions and have full notice of the obligations and liabilities upon the subscribers and relying parties as set out in the SSL Certification Practice Statement ("SSL CPS") which is available on the Digi-Sign website: <<http://www.dg-sign.com>> and Digi-Sign's office. The Subscriber has further agreed to be bound by the Subscriber Terms and Conditions and the provisions of the SSL CPS.
- The Certificate and certification services provided by Digi-Sign are governed by the SSL CPS. This Subscriber Terms and Conditions incorporates the SSL CPS. The SSL CPS forms part of and shall for all purposes be deemed to be part of this Subscriber Terms and Conditions. The Subscriber undertakes to read the SSL CPS regularly to take note of any amendments made to the SSL CPS from time to time by Digi-Sign.
2. **Subscriber's Obligations** By signing Subscriber Application Form and accepting the SSL certificate to be issued to the Subscriber, the Subscriber:
- (a) Agrees to be bound by (i) this Subscriber Terms and Conditions, and (ii) the provisions of the SSL CPS, as may be amended from time to time, which govern the use of the keys and SSL certificate issued by Digi-Sign;
- (b) Agrees that the use of the private key and SSL certificate is solely at the Subscriber own risk;
- (c) Agrees that no implied or express warranties are given by Digi-Sign in relation to the SSL certificate issued by Digi-Sign;
- (d) Agrees to indemnify Digi-Sign fully for loss to any person or organization arising from the failure to protect the security and integrity of the Subscriber SSL certificate or any breach non-observance or non-compliance of the terms and conditions of the SSL CPS or this Subscriber Terms and Conditions;
- (e) Accepts responsibility to protect the security and integrity of the Subscriber private key, including not permitting another person to access the Subscriber private key;
- (f) Further undertakes that, in the event of the Subscriber private key or SSL certificate being compromised, or suspected to have been compromised, the Subscriber shall immediately notify Digi-Sign as well as other subscribers and parties with whom the Subscriber exchanges information, or executes transactions using the Subscriber key pair and SSL certificate; and
- (g) Agrees to use the Subscriber private key and SSL certificate solely and strictly for lawful purposes, and will not infringe third party rights.
3. **WARRANTY**
By signing the Subscriber Application Form and in consideration of Digi-Sign considering the Subscriber Application, the Subscriber warrants to Digi-Sign that:
- (a) True, complete and accurate information has been provided in the Subscriber Application;
- (b) Digi-Sign will be notified of any change to the information provided in the Subscriber Application as soon as such change occurs;
- (c) The Subscriber has read and understood this Subscriber Terms and Conditions and the SSL CPS.
- (d) It shall use the Intranet Server Certificate in the servers of its internal networks only.
4. **OPERATIONAL**
Digi-Sign:-
- (a) Shall not be responsible for the contents of any transmission, message, contract adopted by or signed by the Subscriber using keys and SSL certificate provided by Digi-Sign;
- (b) Shall not be responsible for the use of the Subscriber private key and SSL certificate by the Subscriber;
- (c) Shall publish the Subscriber public key and SSL certificate in the Directory;
- (d) Reserves its absolute right to amend the provisions of the SSL CPS from time to time; and
- (e) Further reserves its absolute right to revoke key and SSL certificate where (i) Digi-Sign suspects a compromise of the Subscriber key or SSL certificate, or (ii) such compromise is proven, or (iii) Digi-Sign is properly requested to do so under the SSL CPS.
- For the avoidance of doubt, there is nothing herein which constitutes any agreement or promise to issue an SSL certificate to the Subscriber pursuant to the Subscriber Application. Digi-Sign will process the Subscriber Application. Digi-Sign reserves its absolute right to consider the Subscriber Application and to refuse to issue an SSL certificate to the Subscriber without giving any reason.
5. **FEES AND CHARGES**
The Subscriber undertakes to pay Digi-Sign a Subscription Fee for each subscription period as specified in the application form (without prejudice to the right of Digi-Sign to refuse issuance of a new SSL certificate as provided by the SSL CPS). Unless being waived by Digi-Sign, the Subscription Fee shall be paid in advance before the commencement of each subscription period. The amount of Subscription Fee shall from time to time be determined by Digi-Sign and paid in such manner as from time to time specified by Digi-Sign. Digi-Sign reserves its absolute right to review and determine the Subscription Fee and will notify the Subscriber and the Public through its website mentioned herein.
- Upon signing this Subscriber Application Form, the Subscriber shall pay to Digi-Sign a sum equal to the Subscription Fee charged by Digi-Sign at the date of the Subscriber Application Form. The sum shall not be refundable save and except as provided herein. Should the Subscriber Application be approved by Digi-Sign, such sum shall be applied to settle the Subscription Fee for the first subscription period. The sum shall be refunded to the Subscriber in full should the Subscriber Application be refused by Digi-Sign.
6. **JURISDICTION** This Subscriber Terms and Conditions shall be governed by the law of the Hong Kong Special Administration Region and according to the jurisdiction of the courts of the Hong Kong Special Administrative Region.
- 一. **核證作業準則**
在簽署 SSL 伺服器證書申請表時，登記人確認他已閱讀及明白此登記人條款及細則，以及完全知悉 SSL 核證作業準則附諸於登記人及倚據證書人士之義務及法律責任。該份 SSL 核證作業準則詳列於電子核證服務有限公司網頁(<http://www.dg-sign.com>)及可於電子核證服務有限公司之辦公室找到。登記人亦同意接受此登記人條款及細則及 SSL 核證作業準則之條款約束。
- 電子核證服務有限公司所提供的 SSL 伺服器證書及核證服務受 SSL 核證作業準則規管。此登記人條款及細則包括 SSL 核證作業準則。SSL 核證作業準則是在任何情況下被視為本條款及細則一部份。登記人應該詳閱 SSL 核證作業準則，及留意電子核證服務有限公司將來就 SSL 核證作業準則提出的各項修改。
- 二. **登記人的法律責任**
在登記人簽署 SSL 伺服器證書申請表及接受 SSL 伺服器證書時，登記人即：
- (甲) 同意受到(i) 登記人條款及細則，及(ii) SSL 核證作業準則之現時版本及將來之修訂版本內關於使用電子核證服務有限公司所簽發之 SSL 伺服器證書及密碼匙之條款約束；
- (乙) 同意使用 SSL 伺服器證書及密碼匙的風險完全由登記人承擔；
- (丙) 同意電子核證服務有限公司並沒有為所簽發之 SSL 伺服器證書及密碼匙給予任何明訂或隱含的保證；
- (丁) 同意若登記人違反或不遵守 SSL 核證作業準則及本登記人條款及細則，未能保存 SSL 伺服器證書及私人鑰匙的保安及完整，因而對任何人士或機構造成損失，須對電子核證服務有限公司作出全面賠償；
- (戊) 接受保存私人鑰匙的保安及完整的責任，包括禁止其他人士取用登記人之私人鑰匙；
- (己) 保證若登記人之私人鑰匙外洩或懷疑被外洩，登記人需立即通知電子核證服務有限公司，及其他與登記人以 SSL 伺服器證書及密碼匙交換資料或交易之人士和團體；
- (庚) 同意在絕對合法的情況下使用密碼匙及 SSL 伺服器證書，將不會侵害第三者的權益。
- 三. **保證**
在登記人簽署 SSL 伺服器證書申請表及因應電子核證服務有限公司考慮登記人申請，登記人對電子核證服務有限公司保證：
- (甲) 已提交的申請文件內所有資料乃真實而正確的；
- (乙) 若申請文件內的資料已經變改，當立即通知電子核證服務有限公司；
- (丙) 登記人已閱讀及明白本登記人條款及細則及 SSL 核證作業準則。
- (丁) 登記人只會將有關的內聯網安全伺服器證書用於其內聯網的伺服器內。
- 四. **操作方面**
電子核證服務有限公司：
- (甲) 無須對於由登記人使用電子核證服務有限公司所簽發之 SSL 伺服器證書及密碼匙簽署的傳送、訊息及合約之內容負任何責任；
- (乙) 無須對登記人所有的 SSL 伺服器證書及私人鑰匙之使用負任何責任；
- (丙) 可隨時把登記人的公開密碼匙及 SSL 伺服器證書發佈在電子證書目錄上；
- (丁) 保留對 SSL 核證作業準則各條文作出修改的絕對權利；及
- (戊) 會就 (i) 電子核證服務有限公司懷疑密碼匙及 SSL 伺服器證書外洩 或(ii) 外洩已被證實或 (iii) 電子核證服務有限公司根據 SSL 核證作業準則已適當地接到要求而撤銷該等密碼匙及 SSL 伺服器證書保留絕對權利。
- 為避免混淆，謹此聲明本條款及細則之內容並不構成任何協議或承諾按照登記申請向登記人發出 SSL 伺服器證書。電子核證服務有限公司將會處理登記申請。電子核證服務有限公司保留絕對權利對考慮登記申請及拒絕簽發 SSL 伺服器證書予登記人而毋須給予任何解釋。
- 五. **費用**
根據 SSL 核證作業準則，登記人承諾支付 SSL 伺服器證書申請表上列明之服務費用（並不妨礙電子核證服務有限公司根據 SSL 核證作業準則拒絕簽發新 SSL 伺服器證書之權利）。除非得到電子核證服務有限公司的豁免，申請費用須在有效年期開始前繳交。申請費用款額及繳交方法由電子核證服務有限公司隨時予以修訂。電子核證服務有限公司對將來的申請費用款額之決定及修訂保留絕對權利，並會把該等修訂透過上述之網站通知登記人及公眾。
- 在登記人簽署 SSL 伺服器證書申請表的同時，登記人需向電子核證服務有限公司繳交與登記費用等的費用。除非本文訂明，該等費將不獲退還。若已批核登記申請，該款額會全數用作清繳第一個有效年期所需之登記費。當登記申請被拒絕時，該等費用將全數退還予登記人。
- 六. **司法管轄**
本登記人條款及細則受制於香港特別行政區之法律及受香港特別行政區法院管轄。本條款及細則中文譯本祇供參考，若中文譯本與英文版本之文義有異，蓋以英文版本為準。