

DIGI-SIGN CERTIFICATION SERVICES LIMITED
SUBSCRIBER TERMS AND CONDITIONS
(FOR TRADELINK SPONSORED SUBSCRIBER)

電子核證服務有限公司
登記人條款及細則
(貿易通贊助登記人適用)

1. THE CPS

By signing (physically or electronically by a valid ID-Cert as permitted by Digi-Sign) the Subscriber Application Form (which shall, throughout this Subscriber Terms and Conditions, include paper or electronic application forms for issuance of new ID-Cert or renewal of existing ID-Cert), the Subscriber confirmed that he has read, understood this Subscriber Terms and Conditions and has full notice of the obligations and liabilities upon the subscribers and relying parties as set out in the Certification Practice Statement (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 CPS.

The ID-Cert and certification services provided by Digi-Sign are governed by the CPS. This Subscriber Terms and Conditions incorporates the CPS. The 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 CPS regularly to take note of any amendments made to the CPS from time to time by Digi-Sign.

This Subscriber Terms and Conditions with the CPS incorporated forms the Subscriber Agreement referred to in the CPS and other related documents.

2. TERMS OF AGREEMENT

By signing Subscriber Application Form and accepting the ID-Cert to be issued to the Subscriber, the Subscriber:

- Agrees to be bound by (i) this Subscriber Terms and Conditions, and (ii) the provisions of the CPS, as may be amended from time to time, which govern the use of the keys and ID-Cert issued by Digi-Sign;
- Agrees that the use of the private key and ID-Cert is solely at the Subscriber's own risk;
- Agrees that no implied or express warranties are given by Digi-Sign in relation to the keys and ID-Cert issued by Digi-Sign;
- 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 private key and ID-Cert or any breach non-observance or non-compliance of the terms and conditions of the CPS or this Subscriber Terms and Conditions;
- Accepts responsibility to protect the security and integrity of the Subscriber private key, including not permitting another person to access the Subscriber private key;
- Further undertakes that, in the event of the Subscriber private key or ID-Cert 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 ID-Cert;
- Agrees to use the Subscriber private key and ID-Cert solely and strictly for lawful purposes, and will not infringe third party rights; and
- agrees and acknowledges that Digi-Sign has the absolute right to amend this Subscriber Terms and Conditions from time to time as it considers necessary and further that such amendment shall, without prior notice from Digi-Sign, take effect immediately upon its posting on Digi-Sign's website.

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:

- True, complete and accurate information has been provided in the Subscriber Application;
- Digi-Sign will be notified of any change to the information provided in the Subscriber Application as soon as such change occurs;
- The Subscriber has read and understood this Subscriber Terms and Conditions and the CPS.

4. OPERATIONAL

Digi-Sign:-

- Shall not be responsible for the contents of any transmission, message, contract adopted by or signed by the Subscriber using keys and ID-Cert provided by Digi-Sign;
- Shall not be responsible for the use of the Subscriber private key and ID-Cert by the Subscriber;
- Shall publish the Subscriber public key and ID-Cert in the Digi-Sign Certificate Directory;
- Reserves its absolute right to amend the provisions of the CPS from time to time; and
- Further reserves its absolute right to revoke key and ID-Cert where (i) Digi-Sign suspects a compromise of the Subscriber key or ID-Cert, or (ii) such compromise is proven, or (iii) Digi-Sign is properly requested to do so under the CPS.

For the avoidance of doubt, there is nothing herein which constitutes any agreement or promise to issue an ID-Cert 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 ID-Cert 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 of two years, three years or otherwise as specified in the CPS (without prejudice to the right of Digi-Sign to refuse issuance of a new ID-Cert as provided by the 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/Renewal 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/Renewal for the subscription period of the ID-Cert to be issued. The sum shall be refunded to the Subscriber in full should the Subscriber Application be refused by Digi-Sign.

Provided that if the Subscriber is an organization applying for Organizational ID-Cert (new application or renewal), the Subscriber shall also upon signing this Subscriber Application Form pay to Digi-Sign a Verification Fee in such sum as separately notified by Digi-Sign. Such Fee shall be applied towards, inter alia, conducting company search, business registration search or other verification procedure Digi-Sign considers appropriate. The Verification Fee shall not be refundable irrespective of the outcome of the Subscriber Application.

6. TRADELINK SPONSORSHIP

Notwithstanding anything herein to the contrary, the Subscriber acknowledges that the Subscription Fees for the ID-Cert have been sponsored and paid by Tradelink Electronic Commerce Limited ("Tradelink") on behalf of the Subscriber. In consideration thereof, the Subscriber undertakes not to use the ID-Cert for any services provided by any parties other than Tradelink or Digi-Sign without Tradelink's prior written consent. The Subscriber acknowledges that Digi-Sign has the right to revoke the ID-Cert immediately if the Subscriber is no longer an authorized Message Signatory or the person or entity granting such authorization is no longer a registered subscriber of Tradelink Services or when it is found that the Subscriber is using or has used the ID-Cert for any service that is not provided by Tradelink or Digi-Sign without prior written consent from Tradelink or Digi-Sign. The Subscriber agrees that Tradelink and Digi-Sign shall not be held liable for any damage and loss that the Subscriber may sustain as a result of such revocation.

7. JURISDICTION

This Subscriber Terms and Conditions shall be governed by the law of the Hong Kong Special Administrative 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(在紙張表格上簽署或以有效的身份數碼證書作出的電子簽署)身份數碼證書申請表(在本登記人條款及細則中,「申請表」均包括申請簽發新的身份數碼證書或申請更新現有的身份數碼證書的紙張或電子表格)時,登記人確認他已閱讀及明白此登記人條款及細則,以及完全知悉核證作業準則附錄於登記人及倚據證書人士之義務及法律責任。該份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身份數碼證書(ID-Cert)及核證服務受核證作業準則規管。此登記人條款及細則包括核證作業準則。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。登記人應詳閱核證作業準則,及留意電子核證服務有限公司將來就核證作業準則提出的各項修改。

核證作業準則及有關文件中所提及之登記人協議書是指此登記人條款及細則及已包括在內之核證作業準則。

二. 協議的條款

在登記人簽署身份數碼證書申請表及接受身份數碼證書(ID-Cert)時,登記人即:

- 同意受到(i) 登記人條款及細則,及(ii) 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的身份數碼證書及密碼匙之條款約束;
- 同意使用身份數碼證書及密碼匙的風險完全由登記人承擔;
- 同意電子核證服務有限公司並沒有為所簽發之身份數碼證書及密碼匙給予任何明訂或隱含的保證;
- 同意若登記人違反或不遵守核證作業準則及本登記人條款及細則,未能保存身份數碼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;
- 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;
- 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,及其他與登記人以身份數碼證書及密碼匙交換資料或交易之人士和團體;
- 同意在絕對合法的情況下使用密碼匙及身份數碼證書,將不會侵害第三者的權益;以及
- 同意及確認,在電子核證服務有限公司認為有需要的時候,電子核證服務有限公司有絕對權利不時修訂本登記人條款及細則,有關修訂在電子核證服務有限公司網址刊登時馬上生效,而電子核證服務有限公司事前無須作出通告。

三. 保證

在登記人簽署身份數碼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:

- 已提交的申請文件內所有資料乃真實而正確的;
- 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;
- 登記人已閱讀及明白本登記人條款及細則及核證作業準則。

四. 操作方面

電子核證服務有限公司:

- 無須對於由登記人使用電子核證服務有限公司所簽發的身份數碼證書及密碼匙簽署的傳送、訊息及合約之內容負任何責任;
- 無須對登記人所有的身份數碼證書及私人鑰匙之使用負任何責任;
- 可隨時把登記人的公開密碼匙及身份數碼證書發佈在電子核證服務有限公司的電子證書目錄;
- 保留對核證作業準則各條文作出修改的絕對權利;及
- 會就(i) 電子核證服務有限公司懷疑密碼匙及身份數碼證書外洩 或(ii) 外洩已被證實或(iii) 電子核證服務有限公司根據核證作業準則已適當地接到要求而撤銷該等密碼匙及身份數碼證書(ID-Cert)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身份數碼證書。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身份數碼證書予登記人而毋須給予任何解釋。

五. 費用

登記人承諾支付每個核證作業準則註明為期兩年,三年或其他有效年期的登記費/更新費(並不妨礙電子核證服務有限公司根據核證作業準則拒絕簽發新身份數碼證書之權利)。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。

在登記人簽署身份數碼證書申請表的同時,登記人需向電子核證服務有限公司繳交與登記費/更新費同等的費用。除非本文訂明,該等費用將不獲退還。若已批核登記申請,該款額會全數用作清繳即將發出的身份數碼證書有效年期所需之登記費/更新費。當登記/更新申請被拒絕時,該等費用將全數退回予登記人。若登記人是以機構名義申請機構身份數碼證書(新申請或更新申請),登記人需在簽署本登記人協議的同時,向電子核證服務有限公司繳交其訂下之查証費用。該等費用將會用於公司查冊、商業登記查冊或其他電子核證服務有限公司認為適當的查証。無論登記申請批核與否,該等費用均不予退回。

六. 貿易通贊助

即使其他條款及細則有相反的規定,登記人確認有關身份數碼證書之登記費由貿易通電子貿易有限公司(「貿易通」)贊助及代為支付。因此,除貿易通及電子核證服務有限公司提供的服務外,登記人承諾,在未獲得貿易通書面許可前,不會使用有關的身份數碼證書於第三者提供的服務上。登記人確認,當登記人不再是被授權訊息簽署人,或者作出授權的個人或企業不再是貿易通的登記客戶時,或者登記人被發現在未取得貿易通或電子核證服務有限公司的書面同意前,正在使用或曾經使用有關身份數碼證書於並非由貿易通或電子核證服務有限公司提供的服務上,電子核證服務有限公司均有權利即時撤銷其有關身份數碼證書;登記人同意,對於由該撤銷行動導致登記人可能蒙受的任何損害及損失,貿易通或電子核證服務有限公司一概不負責。

七. 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。