

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

電子核證服務有限公司

登記人條款及細則 (超級網絡安全 SSL 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 relevant 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.

2. SUBSCRIBER'S OBLIGATIONS By signing Subscriber Application Form and accepting the SSL certificate to be provided 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 provided by Digi-Sign;
- (b) Agrees that the use of the private key and SSL certificate is solely at the Subscriber's own risk;
- (c) Agrees that no implied or express warranties are given by Digi-Sign in relation to the SSL certificate provided 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 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;
- (g) Agrees to use the Subscriber private key and SSL certificate solely and strictly for lawful purposes, and will not infringe third party rights;
- (h) Acknowledges that Digi-Sign hereby informs him that the information it provides to Digi-Sign in the relevant application form may be provided, transferred or disclosed to the relevant certification authority or entity that issues the SSL certificate, and the Subscriber agrees and consents to Digi-Sign to provide, transfer or disclose that information as aforesaid; and
- (i) Acknowledges that except as may be provided in the relevant SSL CPS or in these Terms & Conditions, the SSL certificates to be provided or supplied hereunder are provided or supplied on an "as-is", "as available" basis and that Digi-Sign and/or the relevant certification authority or entity that issues the SSL certificate do not make any and hereby specifically disclaim any representations, endorsements, guarantees, or warranties, express or implied, to Subscribers, certificate users, or any other person, including, without limitation, any warranty: (i) of merchantability, fitness for a particular purpose, title, or noninfringement of intellectual property rights; (ii) arising from course of dealing, course of usage, course of performance, or course of trade or trade practice; and (iii) of quality, timeliness, accuracy, reliability or content.

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; and
- (c) 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 provide 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 provide an SSL certificate to the Subscriber without giving any reason.

一. 核證作業準則

在簽署 SSL 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，以及完全知悉相關的 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閱覽。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 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的一部份。登記人應該詳閱 SSL 核證作業準則，及留意將來關於 SSL 核證作業準則的各項修改。

二. 登記人的法律責任

在登記人簽署 SSL 證書申請表及接受 SSL 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提供的 SSL 證書及密碼匙之條款約束；
- (乙) 同意使用 SSL 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提供之 SSL 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，未能保護 SSL 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) 接受保護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 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 證書，將不會侵害第三者的權益；
- (辛) 確認電子核證服務有限公司已通知他，其於相關申請表格內所提供的資料有可能被提供、傳送或披露予簽發 SSL 證書的相關核證機關或實體，並且登記人同意及准許電子核證服務有限公司可提供、傳送或披露前述資料；
- (壬) 除非在相關的 SSL 核證作業準則或本條款及細則有所規定，否則在此提供的 SSL 證書只提供或供應根據“按現狀”及“可提供”為基礎的 SSL 證書，並且登記人確認電子核證服務有限公司及/或簽發 SSL 證書的相關核證機關或實體不會向登記人、證書使用者或任何其他人士作出任何明示或暗示有關以下事項的陳述、擔保、承諾或保證的聲明：
 - (i) 商品的可銷售性及是否可用於某特定用途、所有權或知識產權的維護；
 - (ii) 在交易過程、使用過程、執行過程或貿易及貿易常規中所產生的；
 - (iii) 品質、時間性、準確性、可靠性或內容。

三. 保證

在登記人簽署 SSL 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絡安全伺服器證書用於其內聯網絡的伺服器內。

四. 操作方面

電子核證服務有限公司：

- (甲) 無須對由登記人使用電子核證服務有限公司所提供的 SSL 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 證書及私人鑰匙之使用負任何責任；及
- (丙) 會就 (i) 電子核證服務有限公司懷疑密碼匙及 SSL 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接到要求而撤銷該等密碼匙及 SSL 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人申請向登記人提供 SSL 證書。電子核證服務有限公司將會處理登記人申請。電子核證服務有限公司保留絕對權利考慮登記人的申請及拒絕提供 SSL 證書予登記人而毋須給予任何解釋。

5. SPECIAL CONDITIONS

The following special conditions shall apply where the certification authority or entity that issues the SSL certificate is GMO GlobalSign Pte. Ltd. ("**GlobalSign**") and if these special conditions apply, these special conditions shall prevail over other terms and conditions in these Terms & Conditions in case of conflicts or inconsistencies:

- (a) The Subscriber is aware that Digi-Sign has entered into a Reseller Agreement with GlobalSign ("**Reseller Agreement**") and that the provisions in this section are required to be inserted in these Terms & Conditions pursuant to the Reseller Agreement. Subscribers shall comply with and abide by the provisions in this section;
- (b) Subscriber hereby consents and agrees to the collection, transfer and use of his information provided in the relevant application form by GlobalSign as stated in the GlobalSign privacy policy at <https://www.globalsign.com/repository/>; and
- (c) In addition to the provisions in these Terms & Conditions, the Subscriber shall also comply with GlobalSign's own form of subscriber agreement at <https://www.globalsign.com/repository/> ("**GlobalSign Subscriber Agreement**"). In case of conflicts or inconsistencies between the provisions in these Terms & Conditions and the GlobalSign Subscriber Agreement, the provisions in these Terms & Conditions shall prevail.

6. 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 the provision 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.

7. JURISDICTION

This Subscriber Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region and according to the jurisdiction of the courts of the Hong Kong Special Administrative Region.

The Chinese version is for reference only. In case of any conflicts between the English version and the Chinese version, the English version shall prevail.

五. 特別條款

以下特別條款適用於 GMO GlobalSign Pte. Ltd. ("**GlobalSign**") 簽發的 SSL 證書。如特別條款與本條款及細則釋義上出現分歧或衝突，以特別條款為準。

- (a) 登記人知悉電子核證服務有限公司與 GlobalSign 已簽訂代理商協議 ("**Reseller Agreement**")，並根據 Reseller Agreement 的規定將本段的條款加入本條款及細則內。登記人需遵守此條款;
- (b) 登記人特此同意及准許 GlobalSign 收集、傳送及使用其在相關申請表格內所提供的資料，詳情請參閱 GlobalSign 的私隱政策 <https://www.globalsign.com/repository/>;
- (c) 除本條款及細則的規定外，登記人亦需遵守 GlobalSign 的服務認購協議 ("**GlobalSign Subscriber Agreement**")，詳情請參閱 <https://www.globalsign.com/repository/>。如本條款及細則與 GlobalSign Subscriber Agreement 釋義上出現分歧或衝突，以本條款及細則為準。

六. 費用

根據 SSL 核證作業準則，登記人承諾支付 SSL 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 核證作業準則拒絕提供新 SSL 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 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相等的費用。除非本文訂明，該等費將不獲退還。若已批核登記人申請，該款額會全數用作清繳第一個有效年期所需之登記費。當登記人申請被拒絕時，該等費用將全數退回予登記人。

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，蓋以英文版本為準。