

Authentic Document Service Agreement

YOU MUST READ THIS AUTHENTIC DOCUMENT SERVICE AGREEMENT ("SUBSCRIBER AGREEMENT") BEFORE APPLYING FOR, ACCEPTING, OR USING AN AUTHENTIC DOCUMENT ID ("CERTIFICATE"). IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE.

1. Description of Service. This section details the terms and conditions regarding your application ("Certificate Application") for a digital certificate ("Certificate" or "ID") and, if VeriSign accepts your Certificate Application, the terms and conditions regarding the Certificate to be issued by VeriSign to you as "Subscriber" of that Certificate. A "Certificate" is a digitally signed message that contains a Subscriber's public key and associates it with information authenticated by VeriSign or a VeriSign-authorized entity. The Certificates provided under this Agreement are issued within the VeriSign Trust NetworkSM ("VTN"). The VTN is a global public key infrastructure that provides Certificates for both wired and wireless applications. VeriSign is one of the service providers within the VTN, together with a global network of affiliates and partners throughout the world. The VTN and VeriSign under this Agreement offer three distinct classes ("Classes") of certification services, Classes 1-3, for both the wired and wireless Internet and other networks. Each level, or class, of Certificate provides specific functionality and security features and corresponds to a specific level of trust. You are responsible for choosing which Class of Certificate you need. The following subsections state the appropriate uses and authentication procedures for each Class of Certificate. For more detailed information about VeriSign's certification services, please see the VeriSign CPS published at <http://www.verisign.com/cps>.

(i) Class 1 Certificates. Class 1 Certificates offer the lowest level of assurances within the VTN. The Certificates are issued to individual Subscribers, and authentication procedures are based on assurances that the Subscriber's distinguished name is unique and unambiguous within the domain of a particular issuer of Certificates (a "Certification Authority") and that a certain e-mail address is associated with a public key. Class 1 Certificates are appropriate for digital signatures, encryption, and access control for non-commercial or low-value transactions where proof of identity is unnecessary.

(ii) Class 2 Certificates. Class 2 Certificates offer a medium level of assurances in comparison with the other two Classes. Again, they are issued to individual Subscribers. In addition to the Class 1 authentication procedures, Class 2 authentication includes procedures based on a comparison of information submitted by the certificate applicant against information in business records or databases or the database of a VeriSign-approved identity proofing service. They can be used for digital signatures, encryption, and access control, including as proof of identity in medium-value transactions.

(iii) Class 3 Certificates. Class 3 Certificates provide the highest level of assurances within the VTN. Class 3 Certificates are issued to individuals and organizations for use with both client and server software. Class 3 individual Certificates may be used for digital signatures, encryption, and access control, including as proof of identity, in high-value transactions. Class 3 individual Certificates provide assurances of the identity of the Subscriber based on the personal (physical) presence of the Subscriber before a person that confirms the identity of the Subscriber using, at a minimum, a well-recognized form of government-issued identification and one other identification credential. Class 3 organizational Certificates are issued to devices to provide authentication; message, software, and content integrity and signing; and confidentiality encryption. Class 3 organizational Certificates provide assurances of the identity of the Subscriber based on a confirmation that the Subscriber organization does in fact exist, that the organization has authorized the Certificate Application, and that the person submitting the Certificate Application on behalf of the Subscriber was authorized to do so. Class 3 organizational Certificates for servers also provide assurances that the Subscriber is entitled to use the domain name listed in the Certificate Application, if a domain name is listed in such Certificate Application.

2. Processing Your Certificate Application. Upon VeriSign's receipt of the necessary payment and upon completion of authentication procedures required for the Certificate you have purchased, VeriSign will process your Certificate Application. VeriSign will notify you whether your Certificate Application is approved or rejected. If your Certificate Application is approved, VeriSign will issue you a Certificate for your use in accordance with this Subscriber Agreement. Your use of the PIN from VeriSign to pick up the Certificate or otherwise installing or using the Certificate is considered your acceptance of the Certificate. After you pick up or otherwise install your Certificate, you must review the information in it before using it and promptly notify VeriSign of any errors. Upon receipt of such notice, VeriSign may revoke your Certificate and issue a corrected Certificate.

Additional Terms and Conditions.

3. Authentic Document Service. The Authentic Document Service provides you a Class 3 content signing certificate that allows you to perform digital notarizations, using VeriSign's Authentic Document Service, for the purpose of authenticating documents. The Authentic Document Service provides a digital receipt which consists of data signed by VeriSign's Timestamping Certification Authority. The digitally notarized documents are time-stamped by a VeriSign timestamping server which derives accurate time directly from atomic clocks based on

Greenwich Mean Time at the time the documents are signed and notarized.

4. Use Restrictions. You are prohibited from using your Certificate (i) for or on behalf of any other organization, (ii), on more than one machine at a time, (iii) to distribute malicious or harmful content of any kind or content that would otherwise have the effect of inconveniencing the recipient of such content, (iv) for any purpose other than its intended use, (v) and transferring control or permitting access of the private key corresponding to the public key in the ID to anyone other than the technical contact provided for at the time of enrollment, (vi) using or modifying the Authentic Document Seal in any way other than what VeriSign intended, (vii) linking the Authentic Document Seal in the document viewed by the reader to point to the location of another document, (viii) any attempt to deceive consumers and/or relying parties shall result in VeriSign revoking your Certificate immediately. You may not co-brand the Authentic Document Seal without prior approval by written agreement signed by VeriSign.

5. Personal Trust Agent ("PTA") License. VeriSign hereby grants to you, and you accept, a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty free license to use the PTA software and any other software provided by VeriSign to you pursuant to this Subscriber Agreement (collectively, "PTA") for the sole purpose of using the Authentic Document Service and for no other purposes. VeriSign specifically reserves all rights in and to the PTA not expressly granted hereunder. The grant of license may not, in whole or in part, be assigned, transferred, pledged, mortgaged or otherwise encumbered by you to any third party. Nothing contained in the Agreement shall be construed as conferring by implication, estoppel, or otherwise, any license or right to any intellectual property of VeriSign. You specifically agree not to copy, modify, disassemble, decompile, or otherwise reverse engineer the PTA, or prepare any derivative works based upon the PTA. You agree not to remove or destroy any copyright marks or copyright legends placed upon or contained within the PTA.

6. Revocation. If your organization name and/or the technical contact change, you must immediately notify VeriSign and VeriSign shall revoke your Certificate. VeriSign retains the right to revoke your Certificate, if within forty-five (45) days of receiving an invoice from VeriSign, you do not pay the invoice. In order to maintain the trust and integrity of the VeriSign Trust Network ("VTN"), VeriSign in its sole discretion, retains the right to revoke your Certificate for failure to perform your obligations under this Agreement and any other activities VeriSign considers harmful to the VTN.

7. Obligations Upon Revocation or Expiration. Upon expiration or revocation of your Authentic Document ID, you shall permanently remove it from the machine on which it is installed and shall not use it for any purpose thereafter. Unused Digital Notarizations will not be refunded to you and cannot be carried over at the time of renewal.

8. Refund Policy. If you paid for the Certificate and you are not completely satisfied with the Certificate issued to you for any reason, you may request that VeriSign revoke the Certificate within thirty (30) days of issuance and provide you with a refund. Following the initial 30 day period, you may request that VeriSign revoke the Certificate and provide a refund only if VeriSign has breached a warranty or other material obligation under either this Agreement if it is proven or the NetSure Protection Plan (if applicable) relating to you or your Certificate. After VeriSign revokes your Certificate, VeriSign will promptly credit your credit card account (if the certificate was paid for via credit card) or otherwise reimburse you via check, for the full amount of the applicable fees paid for the certificate. You can request a refund by completing the Refund Request Form at <https://www.verisign.com/repository/refund>.

9. Requirements for Verification. VeriSign shall issue a Certificate only after VeriSign has communicated directly over the telephone with the Corporate Contact provided at the time of enrollment. If VeriSign is unable to communicate with the Corporate Contact, it is the responsibility of the Corporate Contact to contact VeriSign at the callback number provided by VeriSign. Your failure to callback in a timely manner may delay the verification and approval of your Certificate application.

10. Digital Notarization Not Legally Binding. VeriSign does not represent nor warrant that documents digitally notarized using the Authentication Document Service provide the same legal value as documents signed by a traditional notary. The legal value of a digitally notarized document will vary depending on your jurisdiction.

11. Access to Digital Receipts. At the time a document is notarized by the Authentic Document Service, you shall receive a digital receipt of the transaction containing (1) the identity of the signer, (2) the date and time the document was signed, and (3) a fingerprint of the signed document. You are responsible for maintaining this digital receipt and storing it in a secure place. VeriSign shall maintain a copy of the digital receipt for up to 20 years, however, you will only be able to access the digital receipt stored at VeriSign for as long as the Certificate remains valid. Once the Certificate has expired, or is revoked, you will not be able to retrieve a copy of the digital receipt from VeriSign.

12. Warranties.

(12.1) VeriSign Warranties. VeriSign warrants to you that (a) there are no errors introduced by VeriSign in your

Certificate information as a result of VeriSign's failure to use reasonable care in creating the Certificate, (b) your Certificate complies in all material respects to the CPS, and (c) VeriSign's revocation services and use of a repository conform to the CPS in all material aspects.

(12.2) Your Warranty. You warrant to VeriSign and anyone who relies on your Certificate that (a) all the information you provide to VeriSign is accurate; (b) no Certificate information you provided (including your e-mail address) infringes the intellectual property rights of any third parties; (c) the Certificate Application information you provided (including your email address) has not been and will not be used for any unlawful purpose; (d) you have been (since the time of its creation) and will remain the only person possessing your private key and no unauthorized person has had or will have access to your private key; (e) you have been (since the time of its creation) and will remain the only person possessing any challenge phrase), PIN, software, or hardware mechanism protecting your private key and no unauthorized person has had or will have access to the same; (f) you are using your Certificate exclusively for authorized and legal purposes consistent with this Agreement; (g) you are using your Certificate as an end-user Subscriber and not as a Certification Authority issuing Certificates, Certification revocation lists, or otherwise; (h) each digital signature created using your private key is your digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; (i) you manifest assent to this Subscriber Agreement as a condition of obtaining a Certificate. You also agree that you will not monitor, interfere with, or reverse engineer the technical implementation of the VTN, except with the prior written approval from VeriSign, and shall not otherwise intentionally compromise the security of the VTN.

13. Disclaimers of Warranties. YOU AGREE THAT YOUR USE OF VERISIGN'S SERVICE(S) IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. VERISIGN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OTHER THAN THE WARRANTIES AS SET FORTH IN SECTION 12, VERISIGN DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIRMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THOROUGH OUR SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLEY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOUR FROM A THIRD PARTY.

14. Indemnity. You agree to release, indemnify, defend and hold harmless VeriSign and any of our contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) falsehoods or misrepresentations of fact by you on the Certificate Application, (c) any intellectual property or other proprietary right of any person or entity, (d) failure to disclose a material fact on the Certificate Application if the misrepresentation or omission was made negligently or with intent to deceive any party, (e) failure to protect the private key, or use a trustworthy system, or to take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorized use of the private key under the terms of this Agreement. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us, your failure to provide those assurances may be considered by us to be a material breach of this agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any VeriSign services, with counsel of our choice at your own expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

15. LIMITATIONS OF LIABILITY.

(i) LIMITATIONS UNDER NETSURE PROTECTION PLAN. THE MOST THAT VERISIGN MUST PAY YOU UNDER THE NETSURE PROTECTION PLAN IS THE AMOUNT DETERMINED UNDER THE NETSURE PROTECTION PLAN. THE LIMITATIONS ON DAMAGES AND PAYMENTS IN THIS SECTION 15(i) DO NOT APPLY TO REFUND PAYMENTS OR GENERAL CONTRACT DAMAGES.

(ii) OTHER LIMITATIONS. THIS SECTION 15 (ii) APPLIES TO LIABILITY UNDER CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE AND/OR STRICT LIABILITY), AND ANY OTHER LEGAL OR EQUITABLE FORM OF CLAIM. IF YOU INITIATE ANY CLAIM, ACTION, SUIT, ARBITRATION, OR OTHER PROCEEDING SEPARATE FROM A REQUEST FOR PAYMENT UNDER THE

NETSURE PROTECTION PLAN RELATING TO SERVICES PROVIDED UNDER THIS SECTION L, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, VERISIGN'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A SPECIFIC CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO THE AMOUNTS SET FORTH BELOW.

Class	Liability Caps
Class 1	One Hundred U.S. Dollars (\$ 100.00 US)
Class 2	Five Thousand U.S. Dollars (\$ 5,000.00 US)
Class 3	One Hundred Thousand U.S. Dollars (\$100,000.00 US)

THE LIABILITY LIMITATIONS PROVIDED IN THIS SECTION 15 (ii) SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE. SUBJECT TO THE NETSURE PROTECTION PLAN, VERISIGN SHALL NOT BE OBLIGATED TO PAY MORE THAN THE TOTAL LIABILITY LIMITATION FOR EACH CERTIFICATE. THIS SECTION 15 (ii) DOES NOT LIMIT REFUND PAYMENTS OR PAYMENTS UNDER THE NETSURE PROTECTION PLAN.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 15 AND THE MOST CURRENT VERSION OF THE NETSURE PROTECTION PLAN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTION OF THE AGREEMENT.

16. Force Majeure. Except for payment and indemnity obligations hereunder, neither Party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout, boycott, provided that the Party relying upon this Section 16 shall have given the other party written notice thereof promptly and, in any event, within (5) days of discovery thereof and (ii) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 16 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Agreement.

17. EXPORT. You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your Certificate, to any country in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of the United States of America (the "United States"). Specifically, you shall not download or otherwise export or re-export any PTA Software into or to (i) a national or resident of) Cuba, Iran, Iraq, Libya, Sudan, North Korea, Syria, or Taliban controlled areas of Afghanistan or any other country where such use is prohibited under United States export regulations, or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Denial Orders. You agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. VERISIGN IS REQUIRED BY LAW TO REPORT TO THE UNITED STATES GOVERNMENT YOUR COMPANY NAME AND ADDRESS IF YOU ARE A NON-UNITED STATES OR CANADA ENTITY OR INDIVIDUAL PURCHASING THE PTA SOFTWARE. IF YOU EXPORT THE SOFTWARE, YOU WILL BE REQUIRED TO REPORT SUCH EXPORTS TO THE UNITED STATES GOVERNMENT IN ACCORDANCE WITH UNITED STATES EXPORT LAW.

18. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

19. CHOICE OF LAW. You and VeriSign agree that any disputes related to the services provided under this Agreement shall be governed in all respects by and construed in accordance with the laws of the State of California, United States of America, excluding its conflict of laws rules. You and VeriSign submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Northern District of California. If there is no jurisdiction in the United States District Court for the Northern District of California, then jurisdiction shall be in the Superior Court of California, Country of Santa Clara.

YOU DEMONSTRATE YOUR KNOWLEDGE AND ACCEPTANCE OF THE TERMS OF THIS SUBSCRIBER AGREEMENT BY EITHER (I) SUBMITTING AN APPLICATION FOR A AUTHENTIC DOCUMENT ID TO VERISIGN, OR (II) USING THE AUTHENTIC DOCUMENT ID, WHICHEVER OCCURS FIRST.

Contact Us

Worldwide Headquarters
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