



Digital Certificate Application Form - Subscriber Agreement

THIS SUBSCRIBER AGREEMENT will become effective on the date the person, entity or organisation (the "Subscriber") submits the certificate application to E-Government National Centre (EGNC) which is the designated Digital Certificate issuing authority. By submitting this Subscriber Agreement and/or the certificate application the Subscriber is requesting that EGNC issues a Digital Certificate to the Subscriber and that the Subscriber is expressing its agreement to the terms of this Subscriber Agreement. EGNC Certification Services are governed by EGNC Certification Practice Statement (the "CPS"), and the Certificate Policy (the "CP") associated with the Certificate issued by EGNC, which is or will be incorporated by reference into this Subscriber Agreement. Such CPS and CP may be amended from time to time and the Subscriber agrees that the Subscriber's usage at any time will be governed by such amended prevailing CPS and CP at that time. The CPS and CP are published on the Internet in EGNC website at <http://www.egc.gov.bn>.

The Subscriber hereby expressly agrees that the Subscriber shall comply and adhere to all the obligations, terms and conditions of the CPS and CP, including but not limited to the following obligations:

- A. to comply strictly with EGNC procedures in relation to the application of the Certificate and to ensure the adequate and proper safekeeping, possession and secured protection of the private keys associated with the Digital Certificate;
- B. to ensure that all statements or information provided by the Subscriber herein must be complete, accurate, true and correct in all respects;
- C. to observe and comply with all physical security measures as described in the CPS or as may be applicable or recommended by EGNC;
- D. to read, understand and comply with the provisions of the CPS and the applicable CP and be familiar with and adhere to the restrictions applicable to the use of the Digital Certificate; and
- E. to promptly notify EGNC immediately upon the occurrence of any event that would lead to the compromise, including but not limited to loss of, misplacement or exposure, of the Subscriber's private keys.

THE SUBSCRIBER AGREES TO USE THE DIGITAL CERTIFICATE AND ANY RELATED SERVICES ONLY IN ACCORDANCE WITH THE CPS AND CP. AS STATED IN THE CPS AND CP, EGNC DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PLACES LIMITS ON ITS LIABILITY UNDER THIS AGREEMENT AND FURTHER DISCLAIMS ALL LIABILITIES FOR, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL AND/OR PUNITIVE DAMAGES. SEE THE CPS AND CP FOR IMPORTANT DETAILS.

The Subscriber demonstrates its knowledge and acceptance of the terms of this Subscriber Agreement by either (i) submitting an application for a Digital Certificate to EGNC, or (ii) using the Digital Certificate, whichever occurs first

The performance by EGNC of its obligations, duties and the terms and conditions of this Subscriber Agreement is subject to the provisions of Force Majeure as expressly set out in the CPS.

EGNC shall be entitled to terminate this Subscriber Agreement and revoke the Digital Certificate at any time by the service of a notice to the Subscriber in accordance with the CPS and applicable CP. The Subscriber shall be entitled to terminate this Subscriber Agreement and request for the revocation of the Digital Certificate by the service of a written notice of such requisite period as may be determined by EGNC. In the event of any such termination, the Subscriber shall comply with all termination requirements of EGNC and EGNC shall be entitled to invoice the Subscriber for all services performed up to and including the date of termination and the Subscriber shall within seven (7) days of the date of the invoice (a) make all payments in satisfaction of the invoice; and (b) pay to EGNC all monies still remaining outstanding.