

## SUBSCRIBER AGREEMENT

The purpose of this agreement is to establish the contractual relationship between the IDRBT CA and the Applicant/Subscriber. The issue and subsequent use of public keys and Certificates issued, constitutes acceptance of this agreement, the terms and conditions of the IDRBT CA Certification Practice Statement ("IDRBT CA CPS") associated with the keys and Certificates issued to the Subscriber. The IDRBT CA CPS is amended from time to time, and is published on the INFINET in

IDRBT CA's repository at <http://idrbtca.org.in/repository.htm> and <http://idrbtca.org.in/cps.html> and is available via E-mail from: [cahelp@idrbt.ac.in](mailto:cahelp@idrbt.ac.in).

### Important Notice:

THE SUBSCRIBER MUST READ THIS SUBSCRIBER AGREEMENT BEFORE APPLYING FOR, ACCEPTING, OR USING A DIGITAL CERTIFICATE FROM IDRBT CA. IF THE SUBSCRIBER DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE DIGITAL CERTIFICATE.

THE SUBSCRIBER AGREES TO USE THE DIGITAL CERTIFICATE AND ANY RELATED IDRBT CA CERTIFICATION SERVICES ONLY IN ACCORDANCE WITH THE IDRBT CA CPS.

## **Indemnity**

The Subscriber agrees to:

1. accept responsibility for the safety and integrity of private keys, in the event that keys or Certificates are compromised the Subscriber will immediately notify the IDRBT CA, as well as any other users with whom you exchange information;
2. indemnify IDRBT CA for any loss to any person or Organization arising from the failure to ensure the safety and integrity of your private keys and Digital Certificates;
3. indemnify and hold harmless IDRBT CA from any and all damages and losses arising out of
  - a) use of an IDRBT CA issued Digital Certificate in a manner not authorized by IDRBT CA;
  - b) tampering with the Digital Certificate; or
  - c) any misrepresentations made during the application and use of the Digital Certificate.
4. assure and hold harmless IDRBT CA from and against any and all damages (including legal fees) of lawsuits, claims or actions by third-parties relying on or otherwise using a Certificate relating to:
  - a) Subscriber's breach of its obligations under this agreement;
  - b) Subscriber's failure to protect his/her Private Keys;
  - c) Claims arising from content or other information or data supplied by Subscriber; or

## **Use of Keys and Certificates**

The subscriber agrees:

1. that true complete and accurate information has been provided in applying for these keys and Certificates, and further undertakes to promptly notify IDRBT CA in the event that this information changes;
2. to immediately inform IDRBT CA if it is known or suspected that a private key has or may have been compromised;
3. that use of the Digital Certificates are at their sole risk;
4. to use Digital Certificates strictly for lawful purposes and will not infringe a third party's rights; and
5. that use of the private key and/or its associated Digital Certificate constitutes acceptance of the terms of the IDRBT CA CPS.
6. that Erroneous utilization of the Digital Certificates or violation to the practices specified in IDRBT CA CPS shall be liable to be proceeded against, both under the relevant civil and criminal laws, and shall be subject to punishment under the Information Technology Act, 2000 or/and any other relevant law/s of the land. The duties of the subscribers to be followed are described in the Chapter VIII of The Information Technology Act, 2000.
7. that IDRBT CA disclaims all warranties, except as expressly provided in the IDRBT CA CPS. IDRBT CA makes no representations or warranties, express, implied or otherwise relating to IDRBT CA Digital Certificate or any services provided by IDRBT CA in connection therewith, including without limitation any warranty of non-infringement, merchantability or fitness for a particular purpose.

**The Subscriber demonstrates his/her knowledge and acceptance of the terms of this subscriber agreement by either (i) submitting an application for a Digital Certificate to IDRBT CA, or (ii) using the Digital Certificate issued by IDRBT CA, whichever occurs first.**

**Declaration by the Subscriber**

I, hereby declare that I have read and understood the IDRBT CA CPS and the terms and conditions of this Subscriber Agreement. I shall abide with IDRBT CA CPS and the terms and conditions of this Subscriber Agreement.

**Date:**

**Place:**

**Subscriber's Signature**

**Name of the Subscriber:**