



# ODETTE CA Subscriber Agreement

Version 2.1

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Odette International Ltd

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# 1 ODETTE CA Subscriber Agreement for Digital Certificates

PLEASE READ THIS AGREEMENT AND THE ODETTE CERTIFICATION PRACTICE STATEMENT CAREFULLY BEFORE USING THE DIGITAL CERTIFICATE ISSUED TO YOU OR YOUR ORGANISATION. BY USING THE DIGITAL CERTIFICATE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNUSED DIGITAL CERTIFICATE TO ODETTE AND YOU WILL RECEIVE A REFUND

This ODETTE CA Subscriber Agreement ("Agreement") is effective as of the date of purchase of the Digital Certificate (the "Effective Date") between ODETTE International Limited ("ODETTE"), and the organisation receiving the Digital Certificate .

English Law shall govern this agreement.

## 2 Definitions

### 2.1 Subscriber

A natural person who requests Digital Certificates for themselves (subscriber is identical to Digital Certificate end user) or for other Digital Certificate End Users.

### 2.2 Digital Certificate End User

An individual or an organisation that has been issued a valid Digital Certificate by ODETTE, which Digital Certificate has not been revoked.

### 2.3 Digital Certificate

A collection of electronic data consisting of a Public Key, identifying information about the owner of the Public Key, and validity information, which has been digitally signed by ODETTE which allows entities that participate in an electronic transaction to prove their identity towards other participants or to sign data electronically.

### 2.4 Certificate Revocation List ("CRL")

A collection of electronic data containing information concerning a list of Digital Certificates that have been revoked by the issuing Certificate Authority (CA) before their actual or assigned expiration date.

### 2.5 Certification Authority ("CA")

ODETTE or an entity which is certified by ODETTE to issue Digital Certificates and Certificate Revocation Lists. ODETTE is the Subscriber's CA hereunder.

## **2.6 Digital Signature**

Information encrypted with a Private Key which is appended to electronic data to identify the owner of the Private Key and verify the integrity of the electronic data. Digitally Signed shall refer to electronic data to which a Digital Signature has been appended.

## **2.7 Private Key**

Means a key which is kept secret by the end user that is used to create Digital Signatures and/or decrypt electronic records or files that were encrypted with a corresponding Public Key. Private Keys are Confidential Information.

## **2.8 Public Key**

A cryptographic key which is available publicly and which is used to verify Digital Signatures created with the matched Private Key and to encrypt electronic data which can only be decrypted using the matching Private Key.

## **2.9 Secure Server Hierarchy**

A collection of ODETTE CAs and their Certified Users.

# **3 Authority to Use Digital Certificate**

## **3.1 Grant of Authority**

As of the Effective Date, ODETTE hereby grants Subscriber the authority for the agreed term to use the Digital Certificate to create Digital Signatures or to use the Digital Certificate in conjunction with Private Key or Public Key operations.

# **4 Services Provided by ODETTE**

After execution of this Agreement and payment of all applicable fees, in addition to the grant of authority pursuant to the previous section, ODETTE or a third party provider designated by ODETTE shall provide the following services to Subscriber hereunder:

## **4.1 CRL Service**

ODETTE shall use all reasonable efforts to compile, aggregate and make electronically available to all interested parties ODETTE's current CRL; provided, however, that ODETTE shall not be in breach of its obligations hereunder as a result of any delay in or failure of performance on its part which arises out of any equipment failure or telecommunications breakdown beyond the reasonable control of ODETTE.

## **4.2 Revocation Status Service**

ODETTE shall use all reasonable efforts to provide End Users in the Secure Server Hierarchy information concerning the status of revoked Digital Certificates; provided, however, that ODETTE shall not be in breach of its obligations hereunder as a result of any delay in or failure of performance on its part which arises out of any equipment failure or telecommunications breakdown beyond the reasonable control of ODETTE.

## **4.3 Revocation of Digital Certificates**

Promptly upon the request of Subscriber's Technical or Authentication contact, ODETTE shall revoke the Digital Certificate of Subscriber.

## **5 Subscriber Obligations**

### **5.1 User Identification Information**

If at any time, any significant information changes from that contained in the Digital Certificate request, Subscriber must request that ODETTE revoke the Digital Certificate.

### **5.2 Compromised Digital Certificate**

If Subscriber has any reason to believe that the security of Subscriber's Private Key may have been compromised, Subscriber shall immediately request that ODETTE revoke Subscriber's Digital Certificate and ODETTE shall revoke said Digital Certificate immediately upon Subscriber's request.

## **6 Permission to Publish Information**

Subscriber agrees that ODETTE may publish the serial number of Subscriber's Digital Certificate in connection with ODETTE's dissemination of CRLs and Digital Certificate status information within and outside of the ODETTE Secure Server Hierarchy.

## **7 Disclaimer of Warranty and Limitation of Liability**

IN NO EVENT (EXCEPT FOR FRAUD, PERSONAL INJURY/DEATH CAUSED BY NEGLIGENCE, OR WILFUL MISCONDUCT) SHALL ODETTE BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (INCLUDING ANY LOSS OF PROFITS OR LOSS OF DATA) ARISING FROM OR IN CONNECTION WITH THE USE, DELIVERY, LICENSE, PERFORMANCE OR NON-PERFORMANCE OF DIGITAL CERTIFICATES, DIGITAL SIGNATURES, OR ANY OTHER TRANSACTIONS OR SERVICES OFFERED OR CONTEMPLATED BY THE CERTIFICATE PRACTICE STATEMENT (CPS), EXCEPT FOR DAMAGE DUE TO RELIANCE (IN ACCORDANCE WITH THE CPS) ON THE VERIFIED INFORMATION AT THE MOMENT OF ISSUANCE OF THE DIGITAL CERTIFICATE IN A SECURE SERVER CERTIFICATE UP TO AN AMOUNT OF ONE EURO. ODETTE WILL NOT BE LIABLE IN THIS CASE IF THE FAULT IN THIS VERIFIED INFORMATION IS DUE TO FRAUD OR WILFUL MISCONDUCT OF THE APPLICANT. ODETTE WILL NOT BE LIABLE IN THIS CASE IF THE USER HAS NOT RESPECTED HIS OBLIGATIONS MENTIONED AMONGST OTHERS IN ARTICLE 4 OF THIS AGREEMENT.

## **8 Term and Termination**

This Agreement shall terminate on the earliest of:

The expiry date of the Digital Certificate; failure by Subscriber to perform any of its material obligations under this Agreement if such breach is not cured within thirty (30) days after receipt of notice thereof from ODETTE.

## **9 Effect of Termination**

Upon termination of this Agreement for any reason, Subscriber's Digital Certificate shall be revoked by ODETTE in accordance with ODETTE's procedures then in effect. Upon revocation of Subscriber's Digital Certificate for any reason, all authority granted to Subscriber pursuant to Section 2 shall terminate. Such termination or revocation shall not affect other sections of this Agreement which shall continue in full force and effect to the extent necessary to permit the complete fulfillment thereof.

## **10 Miscellaneous Provisions**

### **10.1 Governing Laws**

English Law (irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.

### **10.2 Binding Effect**

Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties hereto. Neither this Agreement nor Subscriber's Digital Certificate shall be assignable by Subscriber. Any such purported assignment or delegation shall be void and of no effect and shall permit ODETTE to terminate this Agreement.

### **10.3 Severability**

If any provision of this Agreement, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

### **10.4 Entire Agreement**

This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings between the parties.

### **10.5 Notices**

Whenever Subscriber desires or is required to give any notice, demand, or request to ODETTE with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by a courier service that confirms delivery in writing or mailed, certified or registered mail, postage prepaid, return receipt requested. Such communications shall be effective when they are received.

## **10.6 Trade Names, Logos**

By reason of this Agreement or the performance hereof, Subscriber and ODETTE shall acquire no rights of any kind in any trademark, brand name, logo or product designation of the other party and shall not make any use of the same for any reason except as otherwise authorised in writing by the party which owns all rights to such trademarks, trade names, logos or product designation.

## **11 NOTICE**

The Subscriber must notify ODETTE immediately if there is an error in their Digital Certificate. Without reaction from the Subscriber within fifteen (15) days after receipt, the Subscriber has accepted the Digital Certificate. By accepting the Digital Certificate, the Subscriber assumes a duty to retain control of the Private Key, to use a trustworthy system, and to take reasonable precautions to prevent its loss, disclosure or unauthorised use.