



(n)Code Solutions CA

A DIVISION OF GUJARAT NARMADA VALLEY FERTILIZERS COMPANY LIMITED

SUBSCRIBER AGREEMENT

VERSION 2.0



(n)Code Solutions CA Subscriber Agreement for Individual Applicants

- a) By submitting an application for a (n)Code Solutions CA Digital Signature Certificate and agreeing to the terms and conditions mentioned herein, the Subscriber is requesting that (n)Code Solutions CA issues a Digital Signature Certificate to him.
- b) This agreement shall come into force when the Subscriber's application has been successfully processed, he has been given a Digital Signature Certificate, and he has downloaded that certificate.
- c) By this act, the Subscriber certifies that the information provided by him to the (n)Code Solutions CA and / or its authorized subcontractors (RA) is correct, trustworthy, accurate, current and complete. The Subscriber consents to third-party, independent verification of the information submitted by him, including the comparison of the identity credentials with his credit and data files at (n)Code Solutions CA and its subcontractors (RA) and expresses his agreement to the terms and conditions of this Subscriber Agreement.
- d) Should any of the information provided in the application change after the Subscriber has been issued a Digital Signature Certificate, he will promptly inform the (n)Code Solutions CA for such changes. The (n)Code Solutions CA reserves the right to revoke the Subscriber's Digital Signature Certificate at any time, after having given the Subscriber an opportunity of being heard in the matter, , in case it believes that the Subscriber's verified credentials have changed and / or his private key is compromised and / or he has breached the terms and conditions of this agreement or the (n)Code Solutions CA CPS. Under such circumstances, if the Subscriber wishes to obtain a new certificate, he will have to reapply on paid basis.
- e) Unless the Subscriber is applying as a business/government representative, he is certifying that he resides at the address given in the application
- f) By submitting the application for a (n)Code Solutions CA Digital Signature Certificate, the Subscriber is specifically agreeing to the provisions of the (n)Code Solutions CA Certification Practice Statement (CPS).
- g) The Subscriber is also agreeing that his Digital Signature Certificate may be published via the (n)Code Solutions CA website and / or made available in the (n)Code Solutions CA Directory, and therefore all information that forms part of a Digital Signature Certificate may be available to Relying Parties and/or the general public. This will not be treated as a breach of confidentiality of the Subscriber's personal information.
- h) The CPS is hereby incorporated by referencing to this Subscriber Agreement and the capitalized terms in this Subscriber Agreement have the meaning set forth in the CPS. The Subscriber agrees to use the (n)Code Solutions CA issued Digital Signature Certificate only in accordance with the CPS.
- i) The Subscriber also agrees that he will not use the Digital Signature Certificate for any purpose that will directly or indirectly compromise the nation's security and interest.
- j) The Subscriber also agrees that he will submit his private key(s) (only if used for encryption) to law enforcement agencies under the directions of the CCA or courts



SUBSCRIBER AGREEMENT

- k) The CPS may be amended from time to time. The amended version is published on the (n)Code Solutions CA website. If the Subscriber does not agree to the terms and conditions of the CPS, he must contact the (n)Code Solutions CA or its authorized agents (Registration Authority (RA)) to get his certificate revoked immediately. Any continued use of the certificate constitutes the agreement of the Subscriber to the terms and conditions of the CPS as amended.
- l) The CPS provides limited warranties and liabilities; excluding liability for any inaccuracy, error, delay or omission in the issuance or validation of any certificate, or non-performance, or for any cause beyond (n)Code Solutions CA's reasonable control, and provides that in no event shall (n)Code Solutions CA be liable for any indirect, special, incidental or consequential damages, arising from or in connection with the use, delivery, license, performance, or non-performance of digital signature certificate, digital signatures or any other transactions or service offered by the (n)Code Solutions CA. In case the information provided by the Subscriber is incorrect at the time of verification by the (n)Code Solutions CA and / or the Relying Parties, (n)Code Solutions CA will have no liability whatsoever to any claim raised by any entity.
- m) The Subscriber also agrees that he has read and understood and shall comply with all the terms and obligations as set forth by the (n)Code Solutions CA CPS and the Subscriber Agreement. The Subscriber also agrees that he possesses enough understanding and knowledge for the use of the certificate.
- n) The Subscriber agrees that it is his responsibility to protect his private key from unauthorized access and / or use. In case the Subscriber fears compromise of his private key, he shall promptly inform (n)Code Solutions CA to revoke the certificate by following the procedures laid down in the (n)Code Solutions CA CPS. The Subscriber also undertakes not to share and use his certificate with any other entity.

(Signature of the Subscriber)

(Date)

(n)Code Solutions CA Subscriber Agreement for Enterprises / Government Applicants

----- (Name of Enterprise/Company or Government Agency/ Organization), a ----- (Type of Enterprise /Company or Government Agency/ Organization) organized under the laws of the country (hereinafter "Company/ Government Agency"), here by request (n)Code Solutions to issue a Digital Signature Certificate to -----

(Name of Individual) (hereinafter called the "Subscriber").

Company/Government Agency here by certifies that the named representative is duly authorised by the Company/Government Agency to communicate with and to institute electronic communication with Relying Parties on behalf of, and as the representative and agent of the Company/Government Agency, where the Company/Government Agency is an entity undertaking financial and operational responsibilities; and that such transactions, when signed with business representative's certificate constitute the communications and actions of the Company/Government Agency.

The Company/Government Agency further warrants and agrees that:

- a) The Subscriber has read, understood and agrees to, and shall comply with all the terms and obligations set forth in the (n)Code Solutions CA CPS and the Subscriber Agreement.
- b) Subscriber will take necessary steps to prevent any compromise, modification, loss, disclosure or unauthorised use of the (n)Code Solutions CA issued Digital Signature Certificate and its associated private key.
- c) The Subscriber is legally authorized to do the business on behalf of the Company/Government Agency.
- d) All the information provided in this Authorisation request and the application form is correct, trustworthy, current, accurate and complete. The Subscriber consents to third-party, independent verification of the information submitted by him, including the comparison of the identity credentials with his credit and data files at (n)Code Solutions CA and its subcontractors (RA) and expresses his agreement to the terms and conditions of this Subscriber Agreement.
- e) Should any of the information provided in the application change after the Subscriber has been issued a Digital Signature Certificate, he will promptly inform (n)Code Solutions CA for such changes. The (n)Code Solutions CA reserves the right to revoke the Subscriber's Digital Signature Certificate , after having given the Subscriber an opportunity of being heard in the matter, in case it believes that the verified credentials of the Subscriber have changed and / or the Subscriber's private key is compromised and / or the Subscriber is in breach of the terms and conditions of this agreement or the (n)Code Solutions CA CPS. Under such circumstances, if the Subscriber wishes to obtain a new certificate, he will have to reapply on paid basis.
- f) By submitting the application for a/the (n)Code Solutions CA Digital Signature Certificate, the Subscriber specifically agrees to the provisions of (n)Code Solutions CA Certification Practice Statement (CPS).

- g) The Subscriber also agrees that his Digital Signature Certificate may be published via the (n)Code Solutions CA website and / or made available in the (n)Code Solutions CA Directory, and therefore all information that forms part of a Digital Signature Certificate may be available to Relying Parties and/or the general public. This will not be treated as a breach of confidentiality of the Subscriber's personal information.
- h) The CPS is hereby incorporated by referencing to this Subscriber Agreement and capitalized terms in this Subscriber Agreement have the meaning set forth in the CPS. The Subscriber agrees to use the (n)Code Solutions CA issued Digital Signature Certificate only in accordance with the CPS.
- i) The Subscriber will be responsible and liable for all the use of the Digital Signature Certificate issued to its representative, whether such use is authorised or known.
- j) The representative certificate and the associated private key will be used exclusively for the purpose authorised by the CPS and only in manner consistent with the CPS. The Subscriber also agrees that it is his responsibility to protect his private key from unauthorized access and / or use. In case the Subscriber fears compromise of his private key, he shall promptly inform (n)Code Solutions CA to revoke the certificate by following the procedures laid down in the (n)Code Solutions CA CPS. The Subscriber will not share use of the certificate with any other entity.
- k) The Subscriber also agrees that he will not use the Digital Signature Certificate for a purpose that will directly or indirectly pose a risk to the nation's security and interest. He also agrees that he will submit his private key(s) (only if used for encryption) to law enforcement agencies under the directions of the CCA or courts of India.
- l) Subscriber will notify the (n)Code Solutions CA immediately in the manner set forth in the CPS under the following circumstances:
- Reliability of certificate is affected due to any information or fact with reference to the issued Digital Signature Certificate getting changed which is no longer correct, accurate, current or complete.
 - Suspicion of any loss or compromise of representative certificate or associated private key
 - The Company/Government Agency no longer has a physical presence or is no longer legally authorised to do business, and
 - The representative is no longer authorised to act on behalf of Company/Government Agency.
- m) The CPS may be amended from time to time. The amended version is published on the (n)Code Solutions CA website. If the Subscriber does not agree to the terms and conditions of the CPS, he must contact the (n)Code Solutions CA or its authorized agents (Registration Authority (RA)) to revoke his certificate immediately. Any continued use of the certificate constitutes the Subscriber's agreement to the terms and conditions of the CPS as amended.



SUBSCRIBER AGREEMENT



- n) The CPS provides limited warranties and liabilities; excluding liability for any inaccuracy, error, delay or omission in the issuance or validation of any certificate, or non-performance, or for any cause beyond (n)Code Solutions CA's reasonable control, and provides that in no event shall the (n)Code Solutions CA be liable for any indirect, special, incidental or consequential damages, arising from or in connection with the use, delivery, license, performance, or non-performance of digital signature certificate, digital signatures or any other transactions or services offered by the (n)Code Solutions CA. In case the information provided by the Subscriber is incorrect at the time of verification by the (n)Code Solutions CA and / or the Relying Parties, (n)Code Solutions CA will have no liability whatsoever to any claim raised by any entity.
- o) The Subscriber also agrees that he has read, understood and shall comply with all the terms and obligations as set forth by the (n)Code Solutions CA CPS and the Subscriber Agreement. The Subscriber also agrees that he possesses enough understanding and knowledge regarding use of the certificate.
- p) The Company/Government Agency further agrees to indemnify and hold harmless the (n)Code Solutions CA and its employees, subcontractors (RA) and agents from all losses or damages, including the related legal fees resulting from any use of the Digital Signature Certificate except for the (n)Code Solutions CA liabilities stipulated in the (n)Code Solutions CA CPS.
- q) The undersigned personally warrants and represents that the Subscriber is a duly authorized representative of the Company/Government Agency with full authority to accept the terms and conditions of this authorisation and request and to bind the Company/Government Agency by his or her signature.

----- (Name of the Company/Government Agency)

By

----- (Signature of the Authorising Officer)

----- (Name and title of the Authorising Officer)

----- (Address of the Authorising Officer)

----- (Date and Place)

----- (Signature of the Subscriber)

----- (Name and title of the Subscriber)

----- (Address of the Subscriber)

----- (Date and Place)