

SUBSCRIBER AGREEMENT

no. /CTN/20.....
for CERTUM Extended Validation SSL Certificate
dated

This Subscriber Agreement ("Agreement") constitutes the agreement between the Parties:
Unizeto Technologies SA, ul. Królowej Korony Polskiej 21, 70-486 Szczecin and the natural person:

.....
Name and surname

.....
Identity document - series, number, type and issuing authority

who has the necessary authority on behalf of the Subscriber to sign or accept this Agreement:

.....
Name of Subscriber

.....
Address

.....
Registration number

.....
Incorporation or Registration Agency

.....
E-mail

hereinafter referred to as „Contract Signer”, which reads as follows:

§ 1 DEFINITIONS

- CERTUM – Powszechne Centrum Certyfikacji** („CERTUM PCC”) – Unizeto Technologies S.A.’s service unit providing certification and qualified certification services. Qualified certification services are provided in accordance with the Act on Electronic Signature of 18 September, 2001 (Dz.U. nr 130, poz. 1450). Certification services are provided in accordance with requirements of the AICPA/CICA WebTrust Program for Certification Authorities Version 1.0.
- Certification Practice Statement** – the document describing in details public key certification process, its parties and defining scopes of usage of issued certificates. Certification Practice Statement is published by the CERTUM at <http://www.certum.pl>.
- Certification Policy** – document which specifies general rules applied by certification authority in public key certification process, defines parties, their obligations and responsibilities, types of the certificates, identity verification procedures and area of usage. Certification Policy is published by the CERTUM at <http://www.certum.pl>.
- Guidelines for the issuance and management of extended validation certificates (“EV Guidelines”)** – Document created by the CA/Browser forum and published at <http://www.cabforum.org>. The Guidelines describe certain of the minimum requirements that a Certificate Authority (CA) must meet in order to issue EV Certificates.
- EV SSL certificate** – Extended Validation SSL certificate issues by CERTUM pursuant to the EV Guidelines that contains information specified in the EV Guidelines and that has been validated in accordance with the EV Guidelines.
- Subscriber** – The entity identified as the Subject in the Subject: organization Name field of an EV SSL certificate issued pursuant to the EV Guidelines. Subscriber may be an individual or an

organization that has requested a CERTUM to issue him, her or it an EV SSL certificate. Subscriber must be the registered owner of the Domain Name or has been granted the exclusive right to use the Domain Name by the registered holder of the Domain Name;

7. **Contract Signer** – Is a natural person who is either Subscriber, employed by Subscriber, or an authorized agent who has express authority to represent Subscriber, and who has authority on behalf of Subscriber to sign Subscriber Agreements.
8. **Certificate Request** - A request from a Subscriber to the CERTUM requesting that the CERTUM issue an EV SSL certificate to the Subscriber. The Certificate Request is attached to the Subscriber Agreement and contains data included in the certificate

§ 2 SUBJECT OF THE AGREEMENT

1. The subject of the agreement is the issuance of the EV SSL certificate/s and provision of services related to maintenance of the EV SSL certificate/s.
2. This Agreement is concluded for a definite period from the date of its conclusion until the end of the validity period of the certificate / s issued on its basis.

§ 3 UNIZETO OBLIGATIONS

Unizeto commits itself to:

1. upon receipt of all necessary Subscriber's documents and payment, CERTUM will issue EV SSL certificates in accordance with the EV Guidelines and on the basis of the Certificate Request within 14 days of the signing this Agreement,
2. verify that all of information received by CERTUM from the Subscriber is accurate during the validity period of the certificate,
3. provide certification services in accordance with the conditions set out in the Certification Practice Statement, the EV Guidelines and the Certification Policy, this concerns in particular:
 - a) revoking or suspending the certificate upon the occurrence of any of the following events (as described in the Certificate Practice Statement and EV Guidelines):
 - The Subscriber requests revocation of its EV SSL Certificate;
 - The Subscriber indicates that the original EV SSL Certificate Request was not authorized and does not retroactively grant authorization;
 - CERTUM obtains reasonable evidence that the Subscriber's Private Key (corresponding to the Public Key in the EV SSL Certificate) has been compromised, or that the EV SSL Certificate has otherwise been misused;
 - CERTUM receives notice or otherwise becomes aware that a Subscriber has violated one or more of its material obligations under the Subscriber Agreement;
 - CERTUM receives notice or otherwise becomes aware that a court or arbitrator has revoked a Subscriber's right to use the domain name listed in the EV SSL Certificate, or that the Subscriber has failed to renew its domain name;
 - CERTUM receives notice or otherwise becomes aware of a material change in the information contained in the EV SSL Certificate;
 - A determination, in CERTUM's sole discretion, that the EV SSL Certificate was not issued in accordance with the terms and conditions of these Guidelines or the CERTUM's EV Policies;
 - CERTUM determines that any of the information appearing in the EV SSL Certificate is not accurate;
 - CERTUM receives notice or otherwise becomes aware that a Subscriber has been added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of CERTUM's jurisdiction of operation.
 - CERTUM ceases operations for any reason and has not arranged for another EV CA to provide revocation support for the EV SSL Certificate;
 - CERTUM's right to issue EV SSL Certificates under these Guidelines expires or is revoked or terminated, unless CERTUM makes arrangements to continue maintaining the CRL/OCSP Repository;
 - The Private Key of the CERTUM's Root Certificate used for issuing that EV SSL Certificate is suspected to have been compromised;
 - b) publishing revoked or suspended EV SSL certificate on the Certificate Revocation List according

CERTUM - Powszechne Centrum Certyfikacji

Unizeto Technologies S.A., ul. Królowej Korony Polskiej 21, 70-486 Szczecin; Korespondencja: ul. Bajeczna 13, 71-838 Szczecin, tel. +4891 4257440, fax +4891 4257422
Sąd Rejonowy, XVII Wydział Gospodarczy KRS w Szczecinie nr KRS 0000233499, NIP: 852-000-64-44, Kapitał zakładowy: 5 600 000 (wpłacony w całości)

- to disclosed CRL publishing periods (at least every seven days);
 - c) providing reasonable steps to maintain a continuous 24x7 ability to revoke the EV SSL certificate upon request.
4. publish EV SSL certificates in the CERTUM PCC repository
 5. notify subscribers (at least 14 days in advance) about forthcoming validity period expiry.

§ 4 RESERVATIONS

Unizeto Technologies S.A. reserves that:

1. does not take any responsibility for the actions of other third parties using the EV SSL certificate, except for damages which are the fault of UNIZETO;
2. such certificates may be used only in accordance with the principles of the law, only by an authorized entity and in accordance with this Agreement
3. does not bear responsibility for the consequences of the actions of Subscriber and third parties, particularly for:
 - a) the damages arising from the incorrect installation and usage of certificate and losses due to the quality of equipment used by the Subscriber and third parties;
 - b) the damages arising from inappropriate usage of issued certificates or inappropriate security of the private key by the Subscriber and third parties
4. Unizeto does not bear responsibility for unforeseen events beyond its reasonable control and occurring without its fault or negligence (force majeure).

§ 5 SUBSCRIBER OBLIGATIONS

Subscriber is committed to:

1. state true and correct data in applications submitted to CERTUM PCC for a whole validity period of the certificate
2. protect private key - controlling the use of private key corresponding to the public key placed in the certificate and to protect any information related thereto,
3. install certificate only on the server supporting a domain name listed in the certificate,
4. use certificate in accordance with the law in force in the Republic of Poland and use certificate only by an authorized entity
5. immediately stop using the certificate or the private key corresponding to the public key placed in the certificate and to promptly request CERTUM to revoke the EV SSL Certificate, in the event that:
 - a) when any of the information appearing in the EV SSL Certificate is not true or accurate;
 - b) when the certificate is suspected to have been misused – the Private Key has been compromised
6. immediately stop using certificate or private key corresponding to the public key placed in the certificate at the expiration or revocation time of the certificate.

§ 6 SUBSCRIBER STATEMENT

Subscriber declares that:

1. prior to signing this Agreement he/she/it thoroughly familiarized with and accepted the contents of the following documents:
 - a) Certification Policy of CERTUM's Certification Services,
 - b) Certification Practice Statement of CERTUM's Certification Services
2. all information submitted by the Subscriber in the application forms are correct and true and have been given voluntarily and Unizeto Technologies S.A. established in Szczecin, ul. Królowej Korony Polskiej 21 will be the administrator of this data,
3. bears liability for the damages that are a consequence of falsifying of data and inappropriate usage of an issued certificate.

§ 7 UNIZETO GUARANTEES

1. Unizeto guarantees, that its activity and services covered by this Agreement are provided with adequate care and in accordance with provisions of this Agreement, Certification Practice Statement and EV Guidelines
2. The warranty period for certification services rendered by Unizeto is equal to the validity period of the

CERTUM - Powszechne Centrum Certyfikacji

Unizeto Technologies S.A., ul. Królowej Korony Polskiej 21, 70-486 Szczecin; Korespondencja: ul. Bajeczna 13, 71-838 Szczecin, tel. +4891 4257440, fax +4891 4257422
Sąd Rejonowy, XVII Wydział Gospodarczy KRS w Szczecinie nr KRS 00000233499, NIP: 852-000-64-44, Kapitał zakładowy: 5 600 000 (wpłacony w całości)

certificate.

3. In the case of termination or cessation of certification services, CERTUM PCC – in accordance with requirements laid down in Certification Practice Statement – pays compensations of issuance fees to the subscriber; compensations should be proportional to remaining validity period of the certificate.
4. Financial warranty of CERTUM in relation to the transactions covered by the guarantee is limited to 100.000 PLN.

§ 8 FINAL PROVISIONS

1. In matters not covered by this Agreement, the provisions of the Civil Code shall be applied.
2. Any dispute arising on the background of this Agreement shall be settled by the Public Court of the defendant.
3. This Agreement is drawn up in duplicate, with one copy for each party.
4. Any amendments to this agreement shall be made in writing under pain of nullity.
5. This Agreement shall enter into force upon the signature of both parties

.....
Date and Unizeto signature

.....
Date and Subscriber signature