

Business User Certificate Subscriber Agreement

Notice

Applicant/ User to Business User Certificate shall read this User Certificate Subscriber Agreement ("Subscriber Agreement") before applying for, or using a Business User Certificate. A person, who does not agree to the terms of this Subscriber Agreement, shall not apply for or use Etisalat Certificate.

1. Effective Date & Comtrust CPS:

- 1.1 This Business User Certificate Subscriber Agreement (Subscriber Agreement) shall become effective on the date a person submits an application to Etisalat (herein referred to as Applicant) which is also the Certification Authority ("CA").
- 1.2 Applicant will be considered as requesting the CA to issue a Digital Certificate ("User Certificate ") and expresses his knowledge and agreement to the terms of this Subscriber Agreement and Comtrust CPS whenever he submits an application for User Certificate or using User Certificate, whichever occurs first.
- 1.3 The Certification Services are governed by Comtrust's Certification Practice Statement (the "CPS") as amended from time to time, which forms an integral part of this Subscriber Agreement. The CPS is published in Comtrust's repository at <http://www.comtrust.co.ae/Repository/cps.htm>

2. Obligations of Applicant:

- 2.1 Applicant agrees to use the User Certificate and any related CA services in accordance with Comtrust CPS.
- 2.2 Applicant is forbidden from using User Certificate for or on behalf of any other individual other than the one submitted by him during application process.

3. Revocation of Certificate:

- 3.1 Applicant shall immediately notify Etisalat to revoke User Certificate, if the Applicant registration details are changed.
- 3.2 Etisalat shall have the right to revoke User Certificate if the Applicant fails to perform any of his material obligations under the terms and conditions of Comtrust CPS.
- 3.3 Upon expiration or notice of revocation of the Applicant User Certificate, the Applicant shall permanently remove his User Certificate from the machine on which it is installed and shall abandon its use for any purpose whatsoever.

4. Disclaimer

Except as expressly provided in Comtrust CPS, Etisalat disclaims all other warranties, including warranties of merchantability or fitness for any particular purpose.

5. Limitation of liability:

5.1 Subject to Section 2.2 of Comtrust CPS, in no event shall the aggregate liability of Comtrust under this Agreement exceed the amounts sum of Dhs 200/-.

5.2 Notwithstanding Sub-clause 5.1 above, in no event shall Comtrust be liable for any indirect, special, incidental and consequential damages, or for any loss of profit, loss of data or other indirect, consequential or punitive damages arising from or in connection with use, delivery, license, performance, non performance or unavailability of certificates or digital signatures

5.3 Comtrust shall not be liable for any damages caused, if digital certificate or private key is used for purposes that are not consistent with certificate usage as defined in CPS. Comtrust shall in no event be liable for any damages suffered by a relying party, if that party has not acted in a manner consistent with Section 2.1.4 of CPS.

6. Severability:

If any of the responsibilities of Applicant stated hereabove or any of the terms of this Agreement, is for any reason and to any extent become invalid or unenforceable, the reminder of these responsibilities or terms shall not be affected by such invalidity or unenforceability and shall be interpreted in a manner that reasonably carry out the intent of parties involved.

7. Warning of Theft or Forgery:

Applicant is hereby notified of the possibility of theft or other form of compromise of private key corresponding to a public key contained in a digital certificate, which may or may not be detected and the possibility of use of a stolen or compromised key to forge a digital signature to a document. The possession and safeguard of private key from theft and compromise is sole responsibility of the certificate owner.

8. Force Majeure:

Any delay or failure in performance by Etisalat under this Agreement shall not be considered a breach if and to the extent caused by events beyond the reasonable control of Comtrust, including but not limited to, acts of God, governmental restrictions, strikes or war.

9. Governing Law & Jurisdiction:

This Agreement, and the interpretation thereof, shall be governed by the laws of the United Arab Emirates and Applicant hereby agrees to submit to the exclusive jurisdiction of United Arab Emirates courts.

Customer Undertaking:

I/We have read and agreed to be bound by the above terms and conditions.
I/We understand that breaking of any of these terms and conditions could lead to termination of services and initiation of legal action by Etisalat.

Signature of Authorized Signatory

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Name.....

Title.....

Company/Department.....

Date

Etisalat Signature

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Name.....

Title.....

Date