



# GlobalSign GAS (Global Agent System) – Terms of Service United States Version

## Version 1.1

### 1 ACCEPTANCE OF TERMS

- 1.1 Your use of GlobalSign's GAS and any related system or software (collectively, the "Service"), is subject to the terms and conditions of this GAS Terms of Service (the "GAS T&C") between you and GlobalSign. "GlobalSign" means GlobalSign Limited and any entity which directly or indirectly controls, or is controlled by, or is under common control with GlobalSign Limited., including GlobalSign NV, GlobalSign K.K., and GlobalSign Inc.
- 1.2 Unless otherwise agreed in writing with GlobalSign, your agreement with GlobalSign will always include, at a minimum, the GAS T&C. In addition, when using the Service, you and GlobalSign shall be subject to any posted guidelines or rules applicable to GAS T&C, which may be posted from time to time (the "Additional Terms") at <http://www.globalsign.com/repository/>. All Additional Terms (including but not limited to our Privacy Policy) are hereby incorporated by reference into the GAS T&C. GlobalSign may also offer other services that are governed by different Terms of Service.
- 1.3 If there is any contradiction between the Additional Terms and the GAS T&C, then the Additional Terms shall take precedence in relation to that Service.
- 1.4 You agree to use the Service only for purposes that are permitted by (a) the GAS T&C and (b) any applicable laws and regulations, including any laws regarding the export of data or software.

### 2 DESCRIPTION OF SERVICE

- 2.1 GAS provides users with access to a collection of functions and resources, including various registration tools, ordering tools, accounting tools, invoicing tools, communication tools, and other administration functions. You also understand and agree that the Service may include certain communications from GlobalSign, such as service announcements and administrative messages. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the GAS T&C.
- 2.2 You understand and agree that GlobalSign assumes no responsibility for the timeliness, deletion, mis-delivery or failure of any functions. You are responsible for obtaining access to the Service, and you must provide and are responsible for all equipment necessary to access the Service.

### 3 YOUR REGISTRATION OBLIGATIONS

- 3.1 In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or GlobalSign has reasonable grounds to suspect that such information is

untrue, inaccurate, not current or incomplete, GlobalSign has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

#### **4 GLOBALSIGN PRIVACY POLICY**

**4.1** Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at "<http://www.globalsign.com/repository/>". You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to GlobalSign NV, a company incorporated under Belgian law with registered office at Philippsite 5, 3001 Leuven and/or any other group company of GlobalSign for storage, processing and other use by GlobalSign and its group companies.

#### **5 ACCOUNT, PASSWORD AND SECURITY**

**5.1** You will receive an account designation upon completing the Service's registration process. You are responsible for setting up your own password and maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify GlobalSign of any unauthorized use of your password or account or any other breach of security to e-mail: [support@globalsign.com](mailto:support@globalsign.com), and (b) ensure that you exit from your account at the end of each session. GlobalSign cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

#### **6 COMMUNICATION TOOLS**

**6.1** If you are a reseller or channel partner of GlobalSign services/products, you understand that all information, data, text, and or other materials (collectively, the "Communication Contents") are the sole responsibility of the person from whom such Communication Contents originated. This means that you, and not GlobalSign, are entirely responsible for all Communication Contents that you transmitted or otherwise make available via the Service. GlobalSign does not control the Communication Contents posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Communication Contents. Under no circumstances will GlobalSign be liable in any way for any Communication Contents, including, but not limited to, any errors or omissions in any Communication Contents, or any loss or damage of any kind incurred as a result of the use of any Communication Contents transmitted or otherwise made available via the Service.

**6.2** You acknowledge that GlobalSign will not pre-screen Communication Contents, but that GlobalSign and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen or remove any Communication Contents that is available via the Service.

**6.3** You acknowledge, consent and agree that GlobalSign may access, preserve and disclose your account information and Communication Contents if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the GAS T&C; (c) respond to claims that any Communication Contents violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or safety of GlobalSign.

**6.4** You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by GlobalSign. You may not attempt to override or circumvent any of the usage rules embedded into the Service.

## **7 INDEMNITY**

**7.1** You agree to indemnify and hold GlobalSign and its group companies, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service and Communication Contents you transmit or otherwise make available through the Service, your connection to the Service, your violation of the GAS T&C, or your violation of any rights of another.

## **8 MODIFICATIONS TO SERVICE**

**8.1** GlobalSign reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service without prior notice. You agree that GlobalSign shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **9 TERMINATION**

**9.1** You agree that GlobalSign may immediately terminate your GAS account and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the GAS T&C or Additional Terms, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) unexpected technical or security issues or problems, (e) engagement by you in fraudulent or illegal activities, and/or (f) nonpayment of any fees owed by you in connection with purchaser of GlobalSign's services/products.

## **10 GLOBALSIGN'S PROPRIETARY RIGHTS**

**10.1** You acknowledge and agree that the Service and any necessary software used in connection with the Service (the "Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by GlobalSign, you agree not to copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Service or the Software, in whole or in part.

**10.2** GlobalSign grants you a non-transferable, non-exclusive, royalty-free license to use the Service and object code of its Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Service or the Software.

## **11 DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GLOBALSIGN AND ITS GROUP COMPANIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. GLOBALSIGN AND ITS GROUP COMPANIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION

OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

- c. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GLOBALSIGN OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE GAS T&C.

## **12 LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GLOBALSIGN AND ITS GROUP COMPANIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GLOBALSIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iii) ANY OTHER MATTER RELATING TO THE SERVICE.

## **13 NO THIRD-PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in this GAS T&C, there shall be no third-party beneficiaries to this agreement.

## **14 NOTICE**

GlobalSign may provide you with notices, including those regarding changes to the GAS T&C, by email, regular mail or postings on the Service.

## **15 TRADEMARK INFORMATION**

**15.1** The GlobalSign logo, trademarks and service marks and other GlobalSign logos and product and service names are trademarks of GlobalSign or its group company (the "GlobalSign Marks"). Without GlobalSign's prior written approval, you agree not to display or use in any manner the GlobalSign Marks.

## **16 GENERAL INFORMATION**

**16.1** *Entire Agreement.* The GAS T&C and Additional Terms constitute the entire agreement between you and GlobalSign and governs your use of the Service, superseding any prior agreements between you and GlobalSign with respect to the Service.

**16.2** *Choice of Law and Forum.* The GAS T&C and Additional Terms shall be governed by the laws of New Hampshire State without regard to its conflict of law provisions. You and GlobalSign agree to submit to the exclusive jurisdiction of the district court of New Hampshire.

**16.3** *Waiver and Severability of Terms.* The failure of GlobalSign to exercise or enforce any right or provision of the GAS T&C shall not constitute a waiver of such right or provision. If any provision of the GAS T&C is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the GAS T&C remain in full force and effect.

**16.4** The section titles in the GAS T&C are for convenience only and have no legal or contractual effect.