



GlobalSign Subscriber Agreement for CodeSigning Certificates

Version 1.4

YOU MUST READ THIS SUBSCRIBER AGREEMENT BEFORE APPLYING FOR A DIGITAL CERTIFICATE. IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE DIGITAL CERTIFICATE. IF YOU HAVE QUESTIONS, PLEASE FEEL FREE TO CONTACT US AT legal@globalsign.com

Certification Practice Statement

This subscriber agreement will become effective on the date you submit the certificate request to GlobalSign. By submitting this subscriber agreement (and certificate request) you are requesting that GlobalSign issues a digital certificate to you and are expressing your agreement to the terms of this subscriber agreement. GlobalSign's public certification services are governed by GlobalSign's Certification Practice Statement (the "CPS"), which is incorporated by reference into this subscriber agreement. The CPS is published on the Internet in GlobalSign's repository <http://www.globalsign.net/repository>.

Liability

As stated in the CPS, GlobalSign disclaims certain implied and express warranties, including warranties of merchantability or fitness for a particular purpose. In no event (except for fraud or willful misconduct) shall GlobalSign be liable for any indirect, incidental or consequential damages, or for any loss or profits, loss of data, or other indirect, consequential or punitive damages arising from or in connection with the use, delivery, license, performance or non performance of certificates, digital signatures, or any other transactions or services offered or contemplated by the CPS. GlobalSign shall only be liable for damage due to reliance (in accordance with the CPS) on the verified information in a CodeSigning certificate. GlobalSign will not be liable in this case if the fault in this verified information is due to fraud or willful misconduct of the applicant.

In no event (except for fraud or willful misconduct) will the liability of GlobalSign to all parties (including without limitation a subscriber, an applicant, a recipient, or a relying party) exceed the applicable liability cap for such certificate set forth in this table. The liability of GlobalSign to any and all persons concerning a specific certificate shall be limited to an amount not to exceed the following, for the aggregate of all digital signatures and transactions related to such certificate:

Liability Caps

ObjectSign 37.500 EURO

Please check the GlobalSign warranty policy for more information. Available on <http://www.globalsign.net/repository>

Subscriber's obligations

By accepting this subscriber agreement you agree to comply with the subscriber obligations included in the CPS. You have to notify GlobalSign immediately after receipt of your certificate in case an error would appear in your certificate. Without reaction from your side within 15 days after receipt you have accepted the certificate.

When data is changed in your certificate or when the integrity of your private key can no longer be guaranteed, you have to revoke your certificate. By accepting a certificate, the subscriber assumes a duty to retain control of the subscriber's private key, to use a trustworthy system, and to take reasonable precautions to prevent its loss, disclosure or unauthorized use.

You also agree to provide truthful, accurate and non misleading information for applications you sign using the GlobalSign Digital Certificate such as, but not limited to, application name, information URL, and application description.

GlobalSign's obligations.

Should the Digital Certificate be used to digitally sign hostile code, including spyware or other malicious software (malware) downloaded without the users consent; GlobalSign reserves the right to revoke the Digital Certificate. GlobalSign also reserves the right to revoke the certificate following a breach of the subscriber's obligations.

Timestamping Services

GlobalSign offers the ability to timestamp code signed with a GlobalSign Digital certificate as a non chargeable service when used reasonably. A reasonable limit of 50 timestamp operations per year for the duration of the certificate is set. GlobalSign withholds the right to withdraw the service or charge for the service where the volume of time stamping operations performed is in excess of this limit.

Personal data protection

By accepting this subscriber agreement you agree that GlobalSign keeps your personal data for administrative purposes, for the verification of your identity and for the management of certificates.

Withdrawal right

You can revoke your certificate within 15 days after receipt of your certificate and receive a new certificate without new payment. If you don't want a new certificate you will be refunded. The initial fifteen-(15) day period, a subscriber may request that GlobalSign revokes the certificate and provides a refund if GlobalSign has breached a material obligation under the GlobalSign CPS

Dispute resolution and choice of law

The parties shall attempt to settle disputes without resorting to outside help. This agreement shall be governed by the laws of Belgium and the parties herein submit to the jurisdiction of the Brussels courts.

YOU DEMONSTRATE YOUR KNOWLEDGE AND ACCEPTANCE OF THE TERMS OF THIS SUBSCRIBER AGREEMENT BY SUBMITTING A REQUEST FOR A DIGITAL CERTIFICATE TO GLOBALSIGN.