



GlobalSign Certificate Center (GCC) – Terms of Service US Version

Version 1.5

1. ACCEPTANCE OF TERMS

- 1.1 Your use of the GlobalSign Certificate Center (“GCC”) and any related system or software (collectively, the “Service”), is subject to the terms and conditions of this GCC Terms of Service (the “GCC Terms”) between you and GlobalSign. “GlobalSign” means the following entity from which you ordered digital certificates: GMO GlobalSign Inc. or any entity which directly or indirectly controls, or is controlled by, or is under common control of GMO GlobalSign Inc., including GlobalSign NV, GMO GlobalSign K.K., GMO GlobalSign Pte Ltd and GMO GlobalSign Ltd.
- 1.2 In addition, when using the Service, you shall be subject to any posted guidelines or rules applicable to GCC , 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 GCC Terms.
- 1.3 If there is any inconsistency or contradiction between the Additional Terms and the GCC Terms, then the Additional Terms shall take precedence.
- 1.4 You agree to use the Service only for purposes that are permitted by (a) the GCC Terms, (b) any Additional Terms, and (c) any applicable laws and regulations, including any laws regarding the export of data or software.

2. DESCRIPTION OF SERVICE

- 2.1 GCC provides users with access to a collection of functions and resources, including various tools for registration, ordering, accounting, invoicing, communication, and other administrative functions. The Service may also provide certain communications from GlobalSign, such as service announcements and administrative messages. Unless explicitly stated otherwise, any new features or modifications to the current Service shall become part of the Service and subject to the GCC Terms.
- 2.2 GlobalSign assumes no responsibility for the timeliness, deletion, misdelivery 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

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself and if applicable your organization 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

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <https://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 Martelarenlaan 38, 3010 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

You will receive an account number upon completing the registration process for the Service. 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 by e-mail to support@globalsign.com, and (b) ensure that you exit from your account at the end of each session. GlobalSign will not be liable for any loss or damage arising from your failure to comply with this Section 5. In certain cases, a digital certificate will be issued to an appointed Administrator for a given service associated with your account. Administrators who are issued digital certificates for client authentication to certain areas of GCC are obligated to the terms and conditions of the Subscriber Agreement.

6. COMMUNICATION TOOLS

6.1 If you are a reseller or channel partner of GlobalSign, you understand that all information, content, data, text, and or other materials created by you (collectively, the "Communication Contents") are your sole responsibility. This means that you, and not GlobalSign, are entirely responsible for all Communication Contents that you transmit 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 review Communication Contents, but that GlobalSign and its designees shall have the right (but not the obligation) in their sole discretion to review or remove any Communication Contents.

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 GCC Terms; (c) respond to claims that any Communication Contents violate the rights of third parties; (d) respond to your requests for customer support; or (e) protect the rights, property or safety of GlobalSign.

7. PAYMENT TERMS

There are no fees or charges to create or use a GCC account. However, when purchasing digital certificate(s) or adding a deposit through GCC such purchase shall be subject to applicable payment terms.

8. INDEMNITY

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 or inability to use the Service and any Communication Contents you transmit or otherwise make available through the Service, your connection to the Service, your violation of the GCC Terms, or your violation of any rights of a third party.

9. MODIFICATIONS TO THE SERVICE

GlobalSign reserves the right at any 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.

10. TERMINATION

You agree that GlobalSign may immediately terminate your GCC account and access to the Service at any time with or without cause. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the GCC Terms 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 suspected fraudulent or illegal activities, and/or (f) non-payment of any fees owed by you in connection with purchasing GlobalSign's services/products.

11. GLOBALSIGN'S PROPRIETARY RIGHTS

11.1 You acknowledge and agree that the Service and any necessary software used in connection with the Service including any enhancements, modifications and updates thereto (the "Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

11.2 GlobalSign grants you a non-transferable, non-exclusive, royalty-free license to use the Service and object code of the Software, You agree not to copy, modify, create derivative works 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.

12. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

12.1 YOUR USE OF THE SOFTWARE AND SERVICE IS AT YOUR SOLE RISK. THE SOFTWARE AND SERVICE ARE 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.

12.2 GLOBALSIGN AND ITS GROUP COMPANIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE OR SOFTWARE 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 OR SOFTWARE WILL MEET YOUR EXPECTATIONS.

- 12.3 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GLOBALSIGN OR THROUGH OR FROM THE SERVICE OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE GCC TERMS.

13. 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 DAMAGES OF ANY KIND WHATSOEVER, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, AND 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 OR SOFTWARE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iii) ANY OTHER MATTER RELATING TO THE SERVICE OR SOFTWARE.

14. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in these GCC Terms, there shall be no third party beneficiaries to this agreement.

15. NOTICE

GlobalSign may provide you with notices, including those regarding changes to the GCC Terms, by email, regular mail or postings on the Service.

16. TRADEMARK INFORMATION

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"). You agree not to display or use in any manner the GlobalSign Marks without GlobalSign's prior written approval.

17. MISCELLANEOUS

- 17.1 Entire Agreement. The GCC Terms and any Additional Terms constitute the entire agreement between you and GlobalSign with respect to your use of the Service, superseding any prior written or oral agreement or understanding with respect to the Service.
- 17.2 Governing Law and Jurisdiction. This Agreement shall be governed by, construed under and interpreted in accordance with the laws of New Hampshire, US without regard to its conflict of law provisions. Venue shall be in the courts of the State of New Hampshire.
- 17.3 Waiver and Severability of Terms. No waiver by GlobalSign of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by GlobalSign. The failure of GlobalSign to exercise or enforce any right or provision hereunder shall not constitute a waiver of such right or provision. In the event that any of the terms, conditions or provisions of the GCC Terms are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect.
- 17.4 The section titles in the GCC Terms are for convenience only and shall not affect the meaning or interpretation of the GCC Terms.