

**TEST CERTIFICATION AUTHORITY CERTIFICATION PRACTICE STATEMENT**

**YOU MUST READ THIS MSC TRUSTGATE.COM TEST CERTIFICATION AUTHORITY PRACTICE STATEMENT ("TEST CPS") CAREFULLY. BY CLICKING "ACCEPT" BELOW AND/OR REQUESTING, USING, OR RELYING UPON A TEST CERTIFICATE OR THE TEST CA ROOT CERTIFICATE (AS THESE TERMS ARE DEFINED BELOW), YOU AGREE TO BE BOUND BY THE TERMS OF THIS TEST CPS, AND TO BECOME A PARTY TO THIS TEST CPS. IF YOU DO NOT AGREE TO THE TERMS OF THIS TEST CPS, YOU MUST NOT REQUEST, USE, OR RELY UPON A TEST CERTIFICATE, THE TEST CA ROOT CERTIFICATE, OR ANY COMPONENT THEREOF.**

This Test CPS sets forth certain terms and conditions under which MSC Trustgate.com's Test Certification Authority ("Test CA") issues and manages test server certificates ("Test Server Certificates") and test Managed PKI (formerly known as "OnSite") end-user certificates ("Test Subscriber Certificates") (collectively, "Test Certificates") and under which the certificate for the test CA ("Test CA Root Certificate") and Test Certificates are used.

A person or organization that is the subject of, and has been issued a Test Certificate, and is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Test Certificate is a subscriber ("Subscriber"). A Test Server Certificate enables a Subscriber to simulate the operation of a web site that provides certain security services when a server certificate is properly used. A Test Server Certificate enables a Subscriber to use the Test Server Certificate to test the functionality of server certificates in his/her application, such as Netscape Navigator or Communicator or Microsoft Internet Explorer. A Subscriber using a Test Subscriber Certificate may either (i) act as a Managed PKI administrator and approve Test Subscriber Certificate applications and otherwise perform Managed PKI administrator functions; or (ii) test the functionality of client certificates in his/her application. MSC Trustgate.com makes the Test CA Root Certificate available on its web site for authorized test purposes only in accordance with this Test CPS. A person downloading and/or using the Test CA Root Certificate ("User"), including but not limited to employees or other representatives of the Subscriber, can simulate the process by which a browser authenticates and establishes a secure channel to a web site that properly uses a server certificate. This Test CPS is intended to legally bind and provide notice to Subscribers and other Users.

In consideration of the promises in this Test CPS and intending to be legally bound, MSC Trustgate.com, Subscribers, and Users ("Party" or "Parties" hereunder) agree as follows:

**1. Use Limited to Authorized Testing Purposes.** Test Certificates and the Test CA Root Certificate shall be used exclusively for test purposes. Test Certificates, the Test CA Root Certificate, and all components thereof shall not be used or relied upon for any other purposes, including commercial transactions, authenticating the identity of a Subscriber or the Test CA, or in connection with ensuring the confidentiality of any information. Do not request or use a Test Certificate or the Test CA Root Certificate for any purpose other than for authorized technical testing. Subscribers and Users acknowledge that neither the identity nor authority of Subscribers has been authenticated or approved by the Test CA or MSC Trustgate.com.

**2. Issuance and Use.** Upon MSC Trustgate.com's receipt and approval of a complete and approved application for a Test Certificate, MSC Trustgate.com shall issue a Test Certificate to a Subscriber. MSC Trustgate.com shall also provide Subscriber and other Users with access to the Test CA Root Certificate. Test Certificates and the Test CA Root Certificate shall be used exclusively for authorized testing

purposes in simulating the process by which (i) a browser authenticates and establishes a secure channel to a web site that properly uses a server certificate (for Test Server Certificates); (ii) a Managed PKI Administrator approves Test Subscriber Certificate applications and otherwise performs Managed PKI administrator functions (for Test Subscriber Certificates) or (iii) a Subscriber tests the general functionality of client certificates (for Test Subscriber Certificates).

**3. No Suspension or Revocation Services.** Subscribers and Users acknowledge that MSC Trustgate.com shall not be required to suspend or revoke Test Certificates at the request of the Subscriber. MSC Trustgate.com shall be entitled at its sole discretion to revoke any or all Test Certificates.

**4. Permission to Publish Information.** MSC Trustgate.com shall be entitled to publish and otherwise to disclose publicly any Test Certificate or any portion of the content of a certificate, in connection with MSC Trustgate.com's dissemination of Test Certificate information within and outside of MSC Trustgate.com's Test CA hierarchy.

**5. Disclaimer of Warranty.** MSC Trustgate.com issues Test Certificates "as is." MSC Trustgate.com disclaims any warranties whatsoever with respect to the services provided by MSC Trustgate.com hereunder, including without limitation any and all implied warranties of merchantability or fitness for a particular purpose. MSC Trustgate.com makes no representation or warranty to any person that any Subscriber to which it has issued a Test Certificate is in fact the person or organization it claims to be in information supplied to MSC Trustgate.com, or that any person or organization is in fact the person or organization listed in a Test Certificate or the Test CA Root Certificate. MSC Trustgate.com makes no assurances of the accuracy, authenticity, integrity, or reliability of information contained in Test Certificates or the Test CA Root Certificate, or of the results of cryptographic methods implemented in connection with such certificates. No oral or written information or advice given by MSC Trustgate.com or its employees or representatives shall create a warranty or in any way increase the scope of MSC Trustgate.com's obligations. Some jurisdictions do not allow the exclusion of implied warranties, so the disclaimers in this test cps may not apply to you.

**6. Limitation of Liability.** No party shall be liable to any other person for any consequential, indirect, special, or incidental damages, even if such other person has been advised of the likelihood of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the limitation or exclusion of liability in this Test CPS may not apply to you. The aggregate liability to any and all persons concerning a specific certificate, whether in contract, tort, or otherwise, shall be limited to an amount not to exceed RM200.00 only.

**7. Certificate Expiration.** Test Certificates, and the Parties obligations under this Test CPS, shall expire two (2) weeks from the date of certificate issuance. MSC Trustgate.com shall be entitled to revoke a Test Certificate and terminate its obligations to a Subscriber under this Test CPS within its sole discretion at any time, with or without cause.

**8. After Expiration or Revocation.** Upon expiration or revocation for any reason, a Subscriber's Test Certificate and all components thereof, shall not be used or relied upon for any reason. Such expiration or revocation shall not affect Sections 4, 5, 6, 8, and 9 of this Test CPS and all subsections of the foregoing, which shall continue in full force and effect to the extent necessary to permit the complete fulfillment thereof. Users shall delete the Test CA Root Certificate from their browsers upon completion of testing.

## **9. Miscellaneous Provisions.**

**9.1 Governing Laws.** The laws of Malaysia (irrespective of its choice of law principles) shall govern the validity of this Test CPS, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.

**9.2 Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of the respective successors, executors, heirs, representatives, administrators, and assigns of the Parties. Neither this Test CPS nor Subscriber's Test Certificate shall be assignable by Subscriber. Any such attempted assignment or delegation shall be void and of no effect.

**9.3 Severability.** If any provision of this Test CPS, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Test CPS and application of such provision to other persons or circumstances shall not be affected thereby and shall be interpreted so as best to reasonably effect the intent of the parties. It is expressly understood that each and every provision of this Test CPS that provides for any limitation, disclaimer or exclusion of liability, warranties, or damages is intended by the parties to be severable and independent of any other provision and to be enforced as such.

**9.4 Entire Agreement.** This Test CPS constitutes the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements or understandings among the parties.

**9.5 Notices.** Whenever Subscriber or User desires or is required to give any notice, demand, or request to MSC Trustgate.com with respect to this Test CPS, each such communication shall be in writing and shall be effective only if it is delivered by a courier service that confirms delivery in writing or is mailed, certified or registered mail, postage prepaid, return receipt requested, addressed to MSC Trustgate.com Sdn. Bhd, Suite 2-9 , Level 2 , Block 4801, CBD Perdana, Jalan Perdana 63000 Cyberjaya, Selangor, Malaysia. Such communications shall be effective when they are received.

**9.6 Trademarks and Trade Names.** By reason of this Test CPS or the performance hereof, Subscriber and MSC Trustgate.com shall acquire no rights of any kind in any trademark, brand name, logo, or product designation of the other Party and shall not make any use of the same for any reason except as otherwise authorized in writing by the Party that owns all rights to such trademarks, trade names, logos, or product designation.

**9.10 Dispute Resolution.** To the extent permitted by law, before you may invoke any dispute resolution mechanism with respect to a dispute involving any aspect of this Subscriber Agreement, you shall notify MSC Trustgate.com, and any other party to the dispute for the purpose of seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed by referring such dispute to arbitration in Kuala Lumpur, Malaysia in accordance with the Rules of Arbitration for the Kuala Lumpur Regional Centre for Arbitration for the time being in force. The Tribunal shall consist one (1) arbitrator to be appointed by the Chairman of the Kuala Lumpur Regional Centre for Arbitration and the proceedings shall be conducted in the English language. The decision of the arbitration shall be final and binding on all parties. Nothing in this Subscriber Agreement will be deemed as preventing either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of this dispute as is necessary to protect either party's name, proprietary information, trade secret, know-how, or, or any other intellectual property rights.

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