

## **MYTRUST ID SUBSCRIBER AGREEMENT**

**PLEASE READ THIS SUBSCRIBER AGREEMENT ("SUBSCRIBER AGREEMENT") BEFORE APPLYING FOR, ACCEPTING, OR USING A MSC TRUSTGATE.COM'S CERTIFICATE OR DIGITAL ID ("CERTIFICATE" OR "MYTRUST ID"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE.**

### **1. Certificate Application and Description of Certificates.**

This Section details the terms and conditions regarding your application ("Certificate Application") for a Certificate and, if MSC Trustgate.com ("MSCTG") accepts your Certificate Application, the terms and conditions regarding the use of the Certificate to be issued by MSCTG to you as a "Subscriber" of that Certificate. A Certificate is a digitally signed message that contains a Subscriber's public key and associates it with information authenticated by MSCTG or a MSCTG authorized entity. The Certificates provided under this Agreement are issued by MSCTG Trust Network ("MTN") or within SM the Symantec Trust Network ("STN") as the case may be. Both MTN and STN provide Certificates for both wired and wireless applications. MTN and STN under this Agreement offer three distinct classes ("Classes") of certification services, Classes 1-3, for both the wired and wireless Internet and other networks. Each level, or class, of Certificate provides specific functionality and security features and corresponds to a specific level of trust. You are responsible for choosing which Class of Certificate you need. The following subsections state the appropriate uses and authentication procedures for each Class of Certificate. For more detailed information about MSCTG's certification services, please see the MSCTG Certification Practice Statement (the "MSCTG CPS") which may be accessed at <https://www.msctrustgate.com/repository/repository.htm>.

#### **(i) Class 1 Certificates.**

Class 1 Certificates offer the lowest level of assurances. The Certificates are issued to individual Subscribers only, and authentication procedures are based on assurances that the Subscriber's distinguished name is unique and unambiguous within the domain of a particular issuer of Certificates (a "Certification Authority" or "CA") and that a certain e-mail address is associated with a public key. Class 1 Certificates are appropriate for digital signatures, encryption, and access control for non-commercial or low value transactions where proof of identity is unnecessary.

#### **(ii) Class 2 Certificates.**

Class 2 Certificates offer a medium level of assurances in comparison with the other two Classes. These Certificates are issued to individual Subscribers only. In addition to the Class 1 authentication procedures, Class 2 authentication includes procedures based on a comparison of information submitted by the applicant against information in business records or databases or the database of a MSCTG approved identity proofing service (e.g. CTOS). They can be used

for digital signatures, encryption, and access control, including as proof of identity in medium-value transactions.

**(iii) Class 3 Certificates.**

Class 3 Certificates provide the highest level of assurances. Class 3 Certificates are issued to individuals and organizations for use with both client and server software. Class 3 individual Certificates may be used for digital signatures, encryption, and access control, including as proof of identity, in high-value transactions. Class 3 individual Certificates provide assurances of the identity of the Subscriber based on the personal (physical) presence of the Subscriber before a person that confirms the identity of the Subscriber using, at a minimum, a well-recognized form of government-issued identification and one other identification credential. Class 3 organizational Certificates are issued to devices to provide authentication; message, software, and content integrity and signing; and confidentiality encryption. Class 3 organizational Certificates provide assurances of the identity of the Subscriber based on a confirmation that the Subscriber organization does in fact exist, that the organization has authorized the Certificate Application, and that the person submitting the Certificate Application on behalf of the Subscriber was authorized to do so. Class 3 organizational Certificates for servers also provide assurances that the Subscriber is entitled to use the domain name listed in the Certificate Application, if a domain name is listed in such Certificate Application.

**2. Processing Your Certificate Application.**

Upon MSCTG's receipt of the necessary payment and upon completion of authentication procedures required for the Certificate you have purchased, MSCTG will process your Certificate Application. MSCTG will notify you whether your Certificate Application is approved or rejected. If your Certificate Application is approved, MSCTG will issue you a Certificate for your use in accordance with this Subscriber Agreement. Your use of the Personal Identification Number ("PIN") from MSCTG to pick up the Certificate or otherwise installing or using the Certificate is considered your acceptance of the Certificate. After you pick up or otherwise install your Certificate, you must review the information in it before using it and promptly notify MSCTG of any errors. Upon receipt of such notice, MSCTG may revoke your Certificate and issue a corrected Certificate.

**3. Obligations Upon Revocation or Expiration.**

Upon expiration or notice of revocation of your Certificate, you shall no longer use the Certificate for any purpose.

#### **4. Ownership.**

Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software; and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the MSCTG services identified herein (“MSCTG Intellectual Property Rights”) are owned by MSCTG or its licensors, and you agree to make no claim of interest in or ownership of any such MSCTG Intellectual Property Rights. You acknowledge that no title to the MSCTG Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the MSCTG or its licensors’ service, other than the rights expressly granted in this Subscriber Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by MSCTG or its licensors and all rights, title and interest in and to each such Derivative Work shall automatically vest in MSCTG or its licensors. MSCTG shall have no obligation to grant you any right in any such Derivative Work. You may not reverse engineer, disassemble or decompile the MSCTG Intellectual Property or make any attempt to obtain source code to the MSCTG Intellectual Property. You have the right to use the Certificate under the terms and conditions of this Subscriber Agreement.

#### **5. Modifications to Agreement.**

Except as otherwise provided in this Subscriber Agreement, you agree, during the term of this Subscriber Agreement, that MSCTG may: (i) revise the terms and conditions of this Subscriber Agreement; and/or (ii) change part of the services provided under this Subscriber Agreement at any time. Any such revision or change will be binding and effective thirty (30) days after posting of the revised Subscriber Agreement or change to the service(s) on MSCTG's Web sites, or upon notification to you by e-mail or postal mail. You agree to periodically review MSCTG's Web sites, including the current version of this Subscriber Agreement available on MSCTG's Web sites, to be aware of any such revisions. If you do not agree with any revision to the Subscriber Agreement, you may terminate this Subscriber Agreement at any time by providing notice to MSCTG. Notice of your termination will be effective on receipt and processing by MSCTG. Any fees paid by you if you terminate this Subscriber Agreement are nonrefundable. By continuing to use MSCTG services after any revision to this Subscriber Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. MSCTG is not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for MSCTG's services; or in (ii) information posted on MSCTG's Web site of a general informational nature. No employee, contractor, agent or

representative of MSCTG is authorized to alter or amend the terms and conditions of this Subscriber Agreement.

## **6. Warranties.**

**6.1** MSCTG warrants to you that (i) there are no errors introduced by MSCTG in your Certificate information as a result of MSCTG's failure to use reasonable care in creating the Certificate; (ii) your Certificate complies in all material respects with the MSCTG CPS; and (iii) MSCTG's revocation services and use of a repository conform to the MSCTG CPS in all material aspects.

**6.2** You warrant to MSCTG and anyone who relies on your Certificate that (i) all the information you provide to MSCTG in your Certificate Application is **accurate**; (ii) no Certificate information provided by you (including your e-mail address) shall be false, misleading or infringed the intellectual property rights of any third parties; (iii) the Certificate Application information you provided (including your email address) has not been and will not be used for any unlawful purpose; (iv) you have been (since the time of its creation) and will remain the only person possessing your private key and no unauthorized person shall have access to your private key; (v) you shall (since the time of its creation) remain the only person possessing any challenge phrase), PIN, software, or hardware mechanism protecting your private key and no unauthorized person shall have access to the same; (vi) you are using your Certificate exclusively for authorized and legal purposes consistent with this Subscriber Agreement; (vii) you are using your Certificate as an end-user Subscriber and not as a Certification Authority issuing Certificates, Certification revocation lists, or otherwise; (viii) each digital signature created using your private key is your digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; and (ix) you manifest assent to this Subscriber Agreement as a condition of obtaining a Certificate. You also agree that you will not monitor, interfere with, or reverse engineer the technical implementation of the MTN/STN, except with the prior written approval from MSCTG, and shall not otherwise intentionally compromise the security of the MTN and STN.

## **7. Disclaimers of Warranties.**

You agree that your use of MSCTG's service(s) is solely at your own risk. You agree that all such services are provided on an "as is" and as available basis, except as otherwise noted in this subscriber agreement. MSCTG expressly disclaims 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 noninfringement. other than the warranties as set forth in Section 6, MSCTG does not make any warranty that the service will meet your requirements, or that the service will be uninterrupted, timely, secure or error free; nor does MSCTG make any warranty as to the results that may be obtained from the use of the service or to the accuracy or reliability of any information obtained through MSCTG's service you understand and agree that any material and/or data downloaded or otherwise obtained through the use of MSCTG's services is done at your own discretion and risk. no advice or information, whether oral or written, obtained

by you from MSCTG or through MSCTG's services shall create any warranty not expressly made herein, and you may not rely on any such information or advice to the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to you. MSCTG is not responsible for and shall have no liability with respect to any products and/or services purchased by you from a third party.

## **8. Indemnity.**

You agree to release, indemnify, defend and hold harmless MSCTG and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (i) this Subscriber Agreement or the breach of your warranties, representations and obligations under this Subscriber Agreement, (ii) falsehoods or misrepresentations of fact by you on the Certificate Application, (iii) any intellectual property or other proprietary right of any person or entity, (iv) failure to disclose a material fact on the Certificate Application if the misrepresentation or omission was made negligently or with intent to deceive any party, and (v) failure to protect the private key, or use a trustworthy system, or to take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorized use of the private key under the terms of this Subscriber Agreement. When MSCTG is threatened with suit or sued by a third party, MSCTG may seek written assurances from you concerning your promise to indemnify MSCTG, your failure to provide those assurances may be considered by MSCTG to be a material breach of this Subscriber Agreement. MSCTG shall have the right to participate in any defense by you of a third-party claim related to your use of any MSCTG services, with counsel of our choice at your own expense. You shall have sole responsibility to defend MSCTG against any claim, but you must receive MSCTG's prior written consent regarding any related settlement. The terms of this Section 8 will survive any termination or cancellation of this Subscriber Agreement.

**9. Limitations of Liability.**

This Section 9 applies to liability under contract (including breach of warranty), tort (including negligence and/or strict liability), and any other legal or equitable form of claim. If you initiate any claim, action, suit, arbitration, or other proceeding relating to services provided under this Subscriber Agreement, and to the extent permitted by applicable law, MSCTG’s total liability for damages sustained by you and any third party for any use or reliance on a certificate shall be limited, in the aggregate, to the amounts set forth below:-

Class	Liability Caps
Class 1	Ringgit Malaysia Five Hundred (RM500.00)
Class 2	Ringgit Malaysia Twenty-Five Thousand Only (RM25,000.00)
Class 3	Ringgit Malaysia Two Hundred and Fifty Thousand Only (RM250,000.00)

The liability limitations provided in this Section 9 shall be the same regardless of the number of digital signatures, transactions, or claims related to such certificate. MSCTG shall not be obligated to pay more than the total liability limitation for each certificate.

**10. Fees, Payments and Term of Service.**

As consideration for the Certificate and associated services you have purchased, you agree to pay MSCTG the applicable service(s) fees set forth on our quotation or Web site at the time of your selection, or, if applicable, upon receipt of your invoice from MSCTG. All fees are due immediately and are non-refundable, except as otherwise expressly noted in this Subscriber Agreement. Any renewal of your services with MSCTG is subject to our then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal. MSCTG will provide you notice prior to the renewal of your services at least thirty (30) days in advance of the renewal date. You are solely responsible for the credit card information you provide to MSCTG and must promptly inform MSCTG of any changes thereto (e.g., change of expiration date or account number). In addition, you are solely responsible for ensuring the services are renewed. MSCTG shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the services. You agree to pay all value added, sales and other taxes related to MSCTG services or payments made by you hereunder. All payments of fees for MSCTG’s services shall be made in Ringgit Malaysia (RM) or United States Dollar (USD). Set up fees, if any, will become payable on the applicable effective date for the applicable MSCTG services. You are responsible for notifying MSCTG of the need to purchase additional Certificates with the Copied Certificate Option described herein. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 2% per month or the maximum amount allowed by law, whichever is less.



**11. Force Majeure.**

Except for payment and indemnity obligations hereunder, neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout, boycott, provided that the party relying upon this Section 11 shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 11 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Subscriber Agreement.

**12. Export.**

You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your Certificate, to any country in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of Malaysia. MSCTG may be required by law to report to the Malaysian government your company name and address for export reporting purposes.

**13. Severability.**

You agree that the terms of this Subscriber Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Subscriber Agreement; this Subscriber Agreement will be deemed amended to the extent necessary to make this Subscriber Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

**14. Governing Law.**

You and MSCTG agree that any disputes related to the services provided under this Subscriber Agreement shall be governed in all respects by and construed in accordance with the laws of Malaysia, excluding its conflict of laws rules.

**15. 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 MSCTG, 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 Asian International Arbitration Centre for the time being in force. The Tribunal shall consist one (1) arbitrator to be appointed by the Chairman of Asian International Arbitration Centre . 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. The arbitration shall be held at the Asian International Arbitration Centre using the arbitration rules of the centre and utilising the facilities and system available at that centre. The arbitration proceedings shall be conducted in the Bahasa Malaysia and/or English language. Each party shall bear its own costs of the arbitration proceedings.

**16. Non-Assignment.**

Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Subscriber Agreement, whether by attachment, levy, garnishment or otherwise, renders this Subscriber Agreement voidable at MSCTG's option.

**17. Notices.**

You will make all notices, demands or requests to MSCTG with respect to this Subscriber Agreement in writing to: MSC Trustgate.com Sdn. Bhd, Suite 2-9 , Level 2 ,Block 4801 CBD Perdana, Jalan Perdana 63000 Cyberjaya, Selangor , Malaysia.

**18. Survival.**

This Subscriber Agreement shall be applicable for as long as the Certificate remains valid and you have not breached any provision of this Subscriber Agreement.

**19. Privacy.**

You agree that MSCTG may place in your Certificate certain information that you provide for inclusion in your Certificate. You also agree that MSCTG may publish your Certificate and information about its status in MSCTG's repository of Certificate information and make this information available to other repositories. You further acknowledge and agree that MSCTG may transmit the information you supply to DiGicert Inc., a U.S. company within the STN for processing of your Certificate.



**20. Entire Agreement.**

This Subscriber Agreement, together with the MSCTG CPS, constitutes the entire understanding and agreement between MSCTG and you with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between MSCTG and you concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. Section headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning this Subscriber Agreement. Terms and conditions in any purchase orders that are not included in this Subscriber Agreement or that conflict with this Subscriber Agreement are null and void.

**21. Time**

Time whenever mentioned shall be the essence of the agreement.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**