

TERMS AND CONDITIONS

You must read the following Terms and Conditions carefully before applying for, accepting or using a Digital Certificate. If you do not agree to these Terms and Conditions, do not apply for, accept, or use the Digital Certificate. By agreeing to these Terms and Conditions, you are entering into an agreement with DIGICERT SDN. BHD (hereinafter referred to as "the Subscriber Agreement"). This Subscriber Agreement will become effective on the date you submit the certificate application to DIGICERT. By entering into and submitting this Subscriber Agreement (and certificate application) you are requesting that DIGICERT issue a Digital Certificate to you. You must understand fully the information provided by DIGICERT and must be familiar with the following terms:

▪ DIGITAL SIGNATURE & CERTIFICATE

Technology related information regarding digital signature and certificate is available on DIGICERT's website at <http://www.digicert.com.my>

▪ DIGITAL SIGNATURE ACT 1997 & DIGITAL SIGNATURE REGULATIONS 1998

Information regarding digital signature legislation can be obtained from DIGICERT's website at <http://www.digicert.com.my>

▪ CERTIFICATION PRACTICE STATEMENT (CPS)

DIGICERT's Public Certification Services are governed by the DIGICERT CPS. You agree to use the Digital Certificate and any related CA services only in accordance with the CPS. It is published on the Internet in the DIGICERT repository at <http://www.digicert.com.my/CPS> and is available via E-mail from: CPS-request@digicert.com.my.

▪ RIGHTS, DUTIES & LIABILITIES OF DIGICERT

DIGICERT provides limited warranties, disclaims all other warranties, including warranties of merchantability or fitness for a particular purpose, limits liability and excludes all liability for incidental, consequential, and punitive damages as stated in the CPS.

All the information provided by the Subscriber in this application form will be kept confidential and will not be disclosed to any third party unless:

- o It is permitted by written law to be used for other purposes; or
- o The person affected has given that person's written consent for the data to be used for other purposes

▪ RIGHTS, DUTIES & LIABILITIES OF THE SUBSCRIBER

You demonstrate your knowledge and acceptance of the terms of this subscriber agreement by either

- Submitting this application for a Digital Certificate, or
- Using the Digital Certificate, whichever occurs first

NOTICE OF ACCEPTANCE

The following information will be incorporated in your CLIENT ID CLASS 2 digital certificate:

- a statement stating that the type of certificate is in accordance with the regulation;
- the serial number of the certificate;
- * the name of the subscriber;
- * the distinguished name of the subscriber;
- the public key corresponding to the private key;
- an identifier of the algorithms with which the subscriber's public key is intended to be used;
- * validity period of the certificates;
- the distinguished name of DIGICERT;
- an identifier of the algorithm(s) used to sign the certificate;
- a statement indicating the location DIGICERT's CPS, the method or procedure by which it may be retrieved, its form and structure, its authorship and its date

The items asterisked (*) above will be stated as per the information you have submitted in your application form.

Other information required by the Digital Signature Regulations 1998 (Regulation 38) but not listed above shall be incorporated by reference to DIGICERT's CPS.

By accepting this certificate, I hereby declare that:

- a) the subscriber rightfully holds the private key corresponding to the public key listed in the certificate;
- b) all representations made to DIGICERT or its Registration Authorities to information listed in the certificate are true;
- c) all material representations made to DIGICERT or its Registration Authorities or made in the certificate and not confirmed by DIGICERT or its Registration Authorities (RA) in issuing the certificate are true;
- d) acknowledge that the Class 2 certificate may only be used subject to the terms specified in DIGICERT's CPS;
- e) the subscriber agrees to assume duty to exercise reasonable care on protection and maintenance of the private key ;
- f) the subscriber undertakes to indemnify DIGICERT for any loss or damage caused by issuance or publication of the certificate in reliance on:
 - a false and material misrepresentation of fact by the subscriber;
 - the failure by the subscriber to disclose a material fact,

if the representation or failure to disclose was made either with intent to deceive the Licensed Certification Authority or a person relying on the certificate, or with negligence.