

SUBSCRIBER TERMS AND CONDITIONS

電子核證服務有限公司 登記人條款及細則

1. THE CPS

By (i) signing (physically or electronically by a valid Premium Cert as permitted by Digi-Sign) the Subscriber Application Form (which shall, throughout this Subscriber Terms and Conditions, include paper or electronic application forms for issuance of new Premium Cert or renewal of existing Premium Cert), or (ii) registering at the website of Shanghai Commercial Bank Ltd. for use of the private key and Premium Cert, or (iii) using the private key and Premium Cert, (hereinafter individually referred to as the "Committing Act", the Subscriber confirmed that he has read, understood this Subscriber Terms and Conditions and have full notice of the obligations and liabilities upon the subscribers and relying parties as set out in the "General Purpose" Certification Practice Statement and the Digi-Sign Shanghai Commercial Bank Certificate Policy, which is available on the website: <<http://www.shacombank.com.hk>> and Digi-Sign's office and Shanghai Commercial Bank respectively. The Subscriber has further agreed to be bound by the Subscriber Terms and Conditions and the provisions of the CPS.

The Premium Cert and certification services provided by Digi-Sign are governed by the CPS. This Subscriber Terms and Conditions incorporates the CPS. The CPS forms part of and shall for all purposes be deemed to be part of this Subscriber Terms and Conditions. The Subscriber undertakes to read the CPS regularly to take note of any amendments made to the CPS from time to time by Digi-Sign. This Subscriber Terms and Conditions with the CPS incorporated forms the Subscriber Agreement referred to in the CPS and other related documents.

2. TERMS OF AGREEMENT

By performing the Committing Act., the Subscriber:

- Agrees to be bound by (i) this Subscriber Terms and Conditions, and (ii) the provisions of the CPS, as may be amended from time to time, which govern the use of the keys and Premium Cert issued by Digi-Sign;
- Agrees that the use of the private key and Premium Cert is solely at the Subscriber own risk;
- Agrees that no implied or express warranties are given by Digi-Sign and/or Shanghai Commercial Bank in relation to the keys and Premium Cert issued by Digi-Sign;
- Agrees to indemnify Digi-Sign and Shanghai Commercial Bank fully for loss to any person or organization arising from the failure to protect the security and integrity of the Subscriber private key and ID-Cert or any breach non-observance or non-compliance of the terms and conditions of the CPS or this Subscriber Terms and Conditions;
- Accepts responsibility to protect the security and integrity of the Subscriber private key, including not permitting another person to access the Subscriber private key;
- Further undertakes that, in the event of the Subscriber private key or Premium Cert being compromised, or suspected to have been compromised, the Subscriber shall immediately notify Digi-Sign, Shanghai Commercial Bank as well as other subscribers and parties with whom the Subscriber exchanges information, or executes transactions using the Subscriber key pair and Premium Cert; and
- Agrees to use the Subscriber private key and Premium Cert solely and strictly for lawful purposes, and will not infringe third party rights.

3. WARRANTY

By performing the Committing Act, the Subscriber warrants to Digi-Sign that:

- True, complete and accurate information has been provided in the Subscriber Application (as the case may be);
- Digi-Sign will be notified of any change to the information provided in the Subscriber Application as soon as such change occurs;
- The Subscriber has read and understood this Subscriber Terms and Conditions and the CPS.

4. OPERATIONAL

Digi-Sign:-

- Shall not be responsible for the contents of any transmission, message, contract adopted by or signed by the Subscriber using keys and Premium Cert provided by Digi-Sign;
- Shall not be responsible for the use of the Subscriber private key and Premium Cert by the Subscriber;
- Shall publish the Subscriber public key and Premium Cert in the Digi-Sign Certificate Directory;
- Reserves its absolute right to amend the provisions of the CPS from time to time; and
- Further reserves its absolute right to revoke key and Premium Cert where (i) Digi-Sign suspects a compromise of the Subscriber key or Premium Cert, or (ii) such compromise is proven, or (iii) Digi-Sign is properly requested to do so under the CPS.

For the avoidance of doubt, there is, in the case of a Subscriber Application, nothing herein which constitutes any agreement or promise to issue a Premium Cert to the Subscriber pursuant to the Subscriber Application. Digi-Sign will process the Subscriber Application. Digi-Sign reserves its absolute right to consider the Subscriber Application and to refuse to issue a Premium Cert to the Subscriber without giving any reason.

5. FEES AND CHARGES

The Subscriber undertakes to pay Digi-Sign a Subscription Fee for each subscription period of three years or otherwise (if any) as specified in the CPS (without prejudice to the right of Digi-Sign to refuse issuance of a new Premium Cert as provided by the CPS). Unless being waived by Digi-Sign, the Subscription Fee shall be paid in advance before the commencement of each subscription period. The amount of Subscription Fee shall from time to time be determined by Digi-Sign and paid in such manner as from time to time specified by Digi-Sign. Digi-Sign reserves its absolute right to review and determine the Subscription Fee and will notify the Subscriber and the Public through its website mentioned herein. Upon performance of the Committing Act, the Subscriber shall pay to Digi-Sign a sum equal to the Subscription Fee/Renewal Fee charged by Digi-Sign at the date of performing the Committing Act. The sum shall not be refundable save and except as provided herein. In the case of a Subscriber Application being approved by Digi-Sign, such sum shall be applied to settle the Subscription Fee/Renewal for the subscription period of the Premium Cert to be issued. The sum shall be refunded to the Subscriber in full should the Subscriber Application be refused by Digi-Sign.

6. JURISDICTION

This Subscriber Terms and Conditions shall be governed by the laws of the Hong Kong Special Administration Region and according to the jurisdiction of the courts of the Hong Kong Special Administrative Region.

一. 核證作業準則

在簽署(在紙張表格上簽署或以有效的Premium數碼證書作出的電子簽署)Premium數碼證書申請表(在本登記人條款及細則中,「申請表」均包括申請簽發新的Premium數碼證書或申請更新現有的Premium數碼證書的紙張或電子表格),或者於上海商業銀行有限公司網址登記使用密碼匙及Premium數碼證書,或者使用該密碼匙及Premium數碼證書(以下分別稱為「承諾行為」)時,登記人確認他已閱讀及明白此登記人條款及細則,以及完全知悉核證作業準則(CPS)附諸於登記人及倚據證書人士之義務及法律責任。該核證作業準則詳列於上海商業銀行有限公司的網頁(<http://www.shacombank.com.hk>)和可於電子核證服務有限公司及上海商業銀行之辦公室分別找到。登記人亦同意接受此登記人條款及細則及核證作業準則之條款約束。

電子核證服務有限公司所提供的Premium數碼證書及核證服務受核證作業準則規管。此登記人條款及細則包括核證作業準則。核證作業準則是在任何情況下被視為本條款及細則一部份。登記人應該詳閱核證作業準則,及留意電子核證服務有限公司將來就核證作業準則提出的各項修改。核證作業準則及有關文件中所提及之登記人協議書是指此登記人條款及細則及已包括在內之核證作業準則。

二. 協議的條款

在登記人作出承諾行為時,登記人即:

- 同意受到(i)登記人條款及細則,及(ii)核證作業準則之現時版本及將來之修訂版本內關於使用電子核證服務有限公司所簽發的Premium數碼證書及密碼匙之條款約束;
- 同意使用身份數碼證書及密碼匙的風險完全由登記人承擔;
- 同意電子核證服務有限公司及/或上海商業銀行並沒有為所簽發之Premium數碼證書及密碼匙給予任何明訂或隱含的保證;
- 同意若登記人違反或不遵守核證作業準則及本登記人條款及細則,未能保存身份數碼證書及私人鑰匙的保安及完整,因而對任何人士或機構造成損失,須對電子核證服務有限公司及上海商業銀行作出全面賠償;
- 接受保存私人鑰匙的保安及完整的責任,包括禁止其他人士取用登記人之私人鑰匙;
- 保證若登記人之私人鑰匙外洩或懷疑被外洩,登記人需立即通知電子核證服務有限公司、上海商業銀行及其他與登記人以身份數碼證書及密碼匙交換資料或交易之人士和團體;
- 同意在絕對合法的情況下使用密碼匙及身份數碼證書,將不會侵害第三者的權益。

三. 透過作出承諾行為,登記人對電子核證服務有限公司保證:

- 已提交的申請文件內所有資料乃真實而正確的(視情況而定);
- 若申請文件內的資料已經變改,當立即通知電子核證服務有限公司;
- 登記人已閱讀及明白本登記人條款及細則及核證作業準則。

四. 操作方面

電子核證服務有限公司:

- 無須對於由登記人使用電子核證服務有限公司所簽發的Premium數碼證書及密碼匙簽署的傳送、訊息及合約之內容負任何責任;
- 無須對登記人所有的Premium數碼證書及私人鑰匙之使用負任何責任;
- 可隨時把登記人的公開密碼匙及Premium數碼證書發佈在電子核證服務有限公司的電子證書目錄;
- 保留對核證作業準則各條文作出修改的絕對權利;及
- 會就(i)電子核證服務有限公司懷疑密碼匙及Premium數碼證書外洩或(ii)外洩已被證實或(iii)電子核證服務有限公司根據核證作業準則已適當地接到要求而撤銷該等密碼匙及Premium數碼證書保留絕對權利。

為避免混淆,謹此聲明,在登記申請的情況下,本條款及細則之內容並不構成任何協議或承諾按照登記申請向登記人發出Premium數碼證書。電子核證服務有限公司將會處理登記申請。電子核證服務有限公司保留絕對權利對考慮登記申請及拒絕簽發Premium數碼證書予登記人而毋須給予任何解釋。

五. 費用

登記人承諾支付每個為期三年或其他有效年期的登記費/更新費(並不妨礙電子核證服務有限公司根據核證作業準則拒絕簽發新Premium數碼證書之權利)。除非得到電子核證服務有限公司的豁免,申請費用須在有效年期開始前繳交。申請費用款額及繳交方法由電子核證服務有限公司隨時予以修訂。電子核證服務有限公司對將來的申請費用款額之決定及修訂保留絕對權利,並會把該等修訂透過上述之網站通知登記人及公眾。在登記人作出承諾行為的同時,登記人需向電子核證服務有限公司繳交與登記費/更新費同等的費用。除非本文訂明,該等費用將不獲退還。當登記申請獲電子核證服務有限公司批核時,該款額會全數用作清繳即將發出的Premium數碼證書有效年期所需之登記費/更新費。當登記/更新申請被拒絕時,該等費用將全數退回予登記人。

六. 司法管轄

本登記人條款及細則受制於香港特別行政區之法律及受香港特別行政區法院管轄。本條款及細則中文譯本祇供參考,若中文譯本與英文版本之文義有異,蓋以英文版本為。