

NDCC Certificate Subscriber Agreement – Version 1.0

PLEASE READ THIS CERTIFICATE SUBSCRIBER AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING THE INITIAL OR RENEWED NDCC DIGITAL CERTIFICATE ISSUED TO YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE. BY ACCEPTING OR USING A CERTIFICATE, YOU AGREE TO BECOME A PARTY TO, AND BE BOUND BY, THESE TERMS.

1. Term Of Agreement

This Agreement shall remain in effect until your Certificate has expired or is earlier revoked.

2. Definitions

The following bolded terms shall have the respective meanings assigned to them below.

NDCC: National Digital Certification Center

CA (Certificate Authority): a certificate authority authorized to issue and revoke digital certificates.

CP (Certificate Policy): a document that establishes the requirements for how a CA is to be governed, managed, and operated. CP is published under <http://pki.ita.gov.om/cp/>

Applicant: a person who is applying for a digital certificate.

CRL (Certificate Revocation List): A regularly updated timestamped list of revoked certificates that is created and digitally signed by the CA that issued the Certificates.

Private Key: The key of a Key Pair that is kept secret by the holder of the key pair, and that is used to create digitals and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.

Public Key: a publicly available electronic data designed to mathematically bind with a Private Key and which may be used to verify digital signatures.

Relying Party: Any natural person or Legal Entity that relies on a valid certificate.

Repository: a publicly available collection Digital Certificates and other information relating to digital certificates and which may be accessed via website.

CA (Certificate Authority): is responsible for the creation, issuance, revocation, and management of certificates.

3. NDCC's Obligations and Warranties

NDCC represents and warrants that it has followed the requirements of the CP in issuing the Certificate and in verifying the accuracy of the information contained in the Certificate

4. Subscriber's Obligations and Warranties

the Subscriber hereby gives his/her acceptance to the following responsibilities:

- a) Providing only correct information without errors, omissions or misrepresentations;
- b) Supplementing such information with a proof of identity;
- c) Taking all reasonable measures to maintain sole control of, keep confidential, and properly protect at all times the private key and any associated activation data or device, e.g. PIN or token;
- d) Reading and agreeing to all terms and conditions of the CP and other relevant regulations and agreements;
- e) Ensuring complete control over the private key by not sharing private keys and PIN;
- f) Notifying NDCC of any change to any of the information included in the certificate or any change of circumstances that would make the information in the certificate misleading or inaccurate;
- g) Notifying NDCC immediately of any suspected or actual compromise of the private key and requesting that the certificate be revoked;
- h) shall promptly cease use of the Private Key associated with the public key in the certificate upon expiration or revocation of the certificate.

5. Use And Restrictions

The Subscriber hereby:

- a) to abide by the terms of this Agreement and the applicable CP and associated policies that may be published in the Repository, which are incorporated by reference into this Agreement;
- b) to accurately represent yourself and ensure the accuracy of information you are asked to validate while interacting with the NDCC, or its authorized representative;
- c) protect the access to a private key and any credentials that allow for use of it;
- d) not to monitor, interfere with, or reverse engineer the technical implementation of the systems;
- e) to only use an issued certificate(s) for authorized and legal purposes, in accordance with the terms and conditions of the CP.

6. Revocation

NDCC revokes a certificate within 24 hours if one or more of the following occurs:

- a) The Subscriber requests in writing NDCC to revoke the certificate;
- b) NDCC obtains evidence that the Subscriber's private key corresponding to the public key in the Certificate suffered a key compromise or no longer complies with the requirements of the CP;
- c) NDCC obtains evidence that the certificate was misused;
- d) NDCC is made aware that a Subscriber has violated one or more of its material obligations under the Subscriber Agreement;

- e) NDCC is made aware of a material change in the information contained in the Certificate;
- f) NDCC is made aware that the Certificate was not issued in accordance with the applicable CP/CPS;
- g) NDCC determines that any of the information appearing in the certificate is inaccurate or misleading ;
- h) NDCC ceases operations for any reason and has not made arrangements for another CA to provide revocation support for the certificate;
- i) NDCC is made aware of a possible compromise of the Private Key of the Subordinate CA used for issuing the Certificate;
- j) Revocation is required by the NDCC's CP

7. Privacy of Personal Information

NDCC collect, stores, processes and disclose personally identifiable information in accordance with the E-Transaction law (Royal Decree 69/2008).

8. Term and Termination

This Agreement shall terminate upon the earliest of:

1. The expiration date of the certificate issued to the Subscriber; or
2. Failure by the Subscriber to perform any of its material obligations under this Agreement if such breach is not cured within five (5) days after receipt of notice thereof from NDCC

9. Limitation of Liability and Damages

- NDCC is only liable for damages which are the result of its failure to comply with CP.
- NDCC is not in any event be liable for any loss of profits, indirect and consequential damages, or loss of data, to the extent permitted by applicable law.
- NDCC is not liable for any damages resulting from infringements by the Subscriber or the Relying Party on the applicable terms and conditions.
- NDCC is not in any event be liable for damages that result from force major events as detailed in the CP. NDCC takes reasonable measures to mitigate the effects of force major in due time. Any damages resulting of any delay caused by force major will not be covered by NDCC.
- The Subscriber is liable to NDCC and Relying Parties for any damages resulting from misuse, willful misconduct, failure to meet regulatory obligations, or noncompliance with other provisions for using the certificate.

10. Governing Law

The laws of the Sultanate of Oman shall govern the construction, validity, interpretation, enforceability and performance of this agreement.

11. Charges and Payment Terms

Applicant shall pay all fees applicable to the ordered certificate prior NDCC validating and issuing the certificate. Fee for ordered certificate is presented to the subscriber during the application process.

Applicant shall pay all applicable delivery/shipping fees.

12. Refund Policy

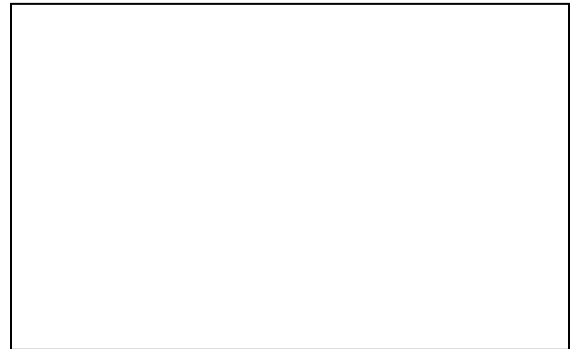
NDCC does not refund the fees of certificates after receiving the certificate request form.

I hereby agree that I have read and understood the provisions of CP and certificate subscriber agreement and will abide by the same.

Name

Date

Signature (Blue Ink Only)



On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public's Signature and seal

