
ASSURITY CERTIFICATION AUTHORITY SUBSCRIBER AGREEMENT

- 1. Introduction and Scope**
- 1.1 Agreement:** This Subscriber Agreement (“**Agreement**”) sets out the terms and conditions upon which the Government of Singapore’s appointed National Certification Authority, Assurity Trusted Solutions Pte. Ltd. (Unique Entity No. 201013383H) (the “**Certification Authority**”, “**CA**”) (“**we**”, “**us**” or “**our**”), provides the Certificate Services to you (the “**Subscriber**” or “**you**”). Please read this Agreement carefully. Capitalised words and phrases in this Agreement shall have the meanings ascribed to them in Clause 2.1.
- 1.2 Acceptance:** By submitting a Certificate Application or using any part of the Certificate Services, you acknowledge that you have read and understood this Agreement and unconditionally agree and accept to be legally bound by and to comply with this Agreement. If you do not agree to any of the terms of this Agreement, please do not submit a Certificate Application and you must forthwith cease any access and use of the Certificate Services.
- 1.3 Non-compliance:** Any non-compliance with this Agreement, whether intentionally or otherwise, may result in action being taken against you, including but not limited to civil or criminal liability or both.
- 1.4 Additional Materials:** In addition to this Agreement, please ensure you have read and understand the Certificate Policy and the Certification Practice Statement, both of which are available at the Repository and as may be amended from time to time at our sole discretion, because they also apply to your Certificate Application and the access and use of the Certificate Services.
- 1.5 Agreement only with Subscriber:** This Agreement only governs the relationship between us and you. Any dealings between you and any Relying Party are not governed by this Agreement.
- 1.6 Contact:** The Certificate Services and the Repository Materials are provided to you by or on our behalf. If you have any questions about this Agreement or the Certificate Services, please contact us at:
- Assurity Trusted Solutions Pte. Ltd.**
Email: nca.ops@assurity.sg
Address: 460 Alexandra Road, #28-04/05/06, PSA Building,
Singapore 119963
- 2. Definitions and Interpretation**
- 2.1 Definitions:** In this Agreement, the following definitions shall apply unless the context requires otherwise. Any terms not defined herein shall have the meaning set forth in the CPS (defined below):
- 2.1.1 “CA Indemnified Parties”** is defined in Clause 8.1;
- 2.1.2 “Certificate”** means a digitally-signed record that is a public-key certificate in the format specified by ITU-T Recommendation X.509, issued by us to bind a Public Key and your identity;
- 2.1.3 “Certificate Application”** means an application for a new Certificate or a renewal of a Certificate;
- 2.1.4 “Certificate Policy”** or “**CP**” means our Certificate Policy, as updated from time to time, available at the Repository;

- 2.1.5** “**Certificate Services**” is described in Clause 4.1;
- 2.1.6** “**Certification Practice Statement**” or “**CPS**” means a statement, as may be revised from time to time, specifying the practices that we employ in issuing and managing Certificates;
- 2.1.7** “**Certificate Revocation List**” or “**CRL**” means a list of digital certificates that have been revoked by us before their expiration date and should no longer be trusted;
- 2.1.8** “**Channel**” means any website, webpages, application, online or electronic platform (including social media platform) or other online or electronic location, venue or resource, of ours (or branded by us) or designated by us from time to time, where or through which the Certificate Services or information relating to Certificate Services is made available by us, and includes any information, image, sound, graphic, video, software and any other subject matter or materials, in whatever form, made available therein;
- 2.1.9** “**Compromise**” means a loss, theft, disclosure, modification, unauthorised use, or other breach of security related to a Certificate, Private Key or Certification Services;
- 2.1.10** “**ETA**” means the Electronic Transactions Act (Cap. 88);
- 2.1.11** “**Force Majeure**” means any act of God, war, hostilities, invasion, act of foreign, enemies, rebellion, revolution, strike, riot or civil commotion, insurrection, civil war, strike or lock-out, epidemic, pandemic, quarantine measure, acts of terrorism or cyber-terrorism, sabotage, atomic nuclear reaction, haze, flood, storm, a third party’s interference with CA or a Service Provider’s computer system, hacking, cyber-attack, computer viruses and the stability or availability of the Internet or a portion thereof or a network or device failure external to its data centres, and, without limitation to the foregoing, any event or circumstance not within our or our Service Provider’s reasonable control which prevents or delays such party’s performance or observance of its obligation under this Agreement;
- 2.1.12** “**Government Technology Agency**” means the body corporate established under the Government Technology Agency Act 2016 (No. 23 of 2016);
- 2.1.13** “**Individual Aggregate Limit**” is defined in Clause 7.8.1;
- 2.1.14** “**Intellectual Property Rights**” means any and all rights existing from time to time, whether existing now or in the future, under any trademark law, copyright law, patent law, trade secret law and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, or capable of protection in any relevant country in the world;
- 2.1.15** “**Key Pair**” means the Private Key and its associated Public Key;
- 2.1.16** “**Key Usage Extension**” means an attribute included in a Certificate

that determines the purposes the Certificate may be used for;

- 2.1.17** “**Organisation**” means a company, body corporate, partnership, association or other entity;
- 2.1.18** “**Overall Aggregate Limit**” is defined in Clause 7.8.2;
- 2.1.19** “**PDPA**” means the Personal Data Protection Act 2012 (Act No. 26 of 2012);
- 2.1.20** “**personal data**” shall have the meaning as set out in the PDPA;
- 2.1.21** “**PKI Participant**” means a person or Organisation that plays a role in the public key infrastructure, as set out in Section 1.3 of the CPS;
- 2.1.22** “**Privacy Statement**” is defined in Clause 9.1;
- 2.1.23** “**Private Key**” means the private key used to create a digital signature or to decrypt an electronic record or file that was encrypted with the corresponding public key;
- 2.1.24** “**Public Key**” means the public key used to verify a digital signature created with the corresponding private key or to encrypt an electronic record such that it may be decrypted with only the corresponding private key;
- 2.1.25** “**Registration Authority**” or “**RA**” means an Organisation appointed by us to assist individuals or Organisations in their application, approval, rejection issuance and revocation of Certificates;
- 2.1.26** “**Relying Party**” means the person or Organisation that acts in reliance on a Certificate or digital signature associated with a Certificate;
- 2.1.27** “**Repository**” means the repository of documents maintained by us pertaining to Certificates’ issuance and validation processes, such as CPS and related agreements. The Repository may be found at <https://www.nca.gov.sg/repository>;
- 2.1.28** “**Repository Materials**” means any and all works of authorship, documents, software, content, know-how, inventions, processes, designs and any other subject matter or materials, in whatever form or medium (including digital equivalents of all the aforementioned subject matter) supplied or made available to you in connection with the Certificate Services, via the Repository or otherwise;
- 2.1.29** “**Service Provider**” means the RA, and any agent, principal or subcontractor appointed by us;
- 2.1.30** “**Transaction**” means any transaction between you and the Relying Party, be it a service or product offered or any other transaction, in the course of which there is reliance on a Certificate or digital signature associated with a Certificate;

2.1.31 “Updates” is defined in Clause 10.1; and

2.1.32 “Valid Certificate” means a Certificate which has not expired, is not under suspension and has not been revoked.

2.2 Interpretation: Unless the contrary intention appears: (i) the Certification Practice Statement, Certificate Policy, Privacy Statement, exhibits, attachments, schedules and appendices to this Agreement shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include all the aforementioned; (ii) references to “Clauses” shall be deemed to be references to the clauses of this Subscriber Agreement; (iii) headings are inserted for convenience only and do not affect the interpretation of this Agreement; (iv) words importing the singular include the plural and *vice versa*; (v) references to persons are to be construed as references to an individual or a body corporate as the context requires; (vi) whenever the words “include”, “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation”; (vii) references to “use” (and the grammatical variations thereof) in relation to the Certificate, Certificate Services, and Key Pair shall be deemed to include any “reliance on”; and (viii) any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time or to a newly adopted statute or legislation replacing a repealed statute or legislation and be deemed to include any subsidiary legislation made thereunder.

3. Certificate Issuance, Use and Management

3.1 Issuance of Certificate

3.1.1 You may submit a Certificate Application to our appointed Service Provider in accordance with the prescribed format.

3.1.2 Following receipt of your Certificate Application, applicable payment (if any) and necessary information and materials, we and our Service Provider will complete the verification and validation process of your Certificate Application in accordance with the Certification Practice Statement.

3.1.3 You shall promptly review and verify the accuracy and completeness of the information in the Certificate issued to you before using the Certificate and notify us immediately of any errors. Upon receipt of such notification, we may revoke your Certificate in accordance with the Certification Practice Statement.

3.2 Use of Certificate

3.2.1 Duration: Subject to Clause 3.4, you may use the Certificates issued to you for only the validity period of the Certificate (*i.e.* the “Valid from” date to the “Valid to” date, both dates inclusive, as specified in the Certificate).

3.2.2 Uses: You may only use the Certificate in accordance with the Certification Practice Statement and this Agreement and for uses that are consistent with the Key Usage Extensions stated in the Certificate.

3.2.3 Cryptographic Software: We do not provide cryptographic software for your use. When using third party cryptographic software to perform Public Key or Private Key operations in relation to the Certificate, you shall be responsible for ensuring that such cryptographic software is properly licensed and operating. The accessibility and operation of the Certificate Services, Certificate, Key Pair, Channels and the Repository Materials may rely on technologies outside our control or the control of our Service Providers. We and our Service Providers do not guarantee their continuous accessibility or uninterrupted accessibility and operation.

3.2.4 No High-risk Usage: You shall not use your Private Key or Certificates to access or operate critical infrastructure systems such as but not limited to the operation of nuclear facilities, aircraft control, navigation, or communication systems, weapon control systems or any other system requiring fail-safe operation where failure or use of a Certificate or the Certificate Services could lead to death, personal injury, or severe environmental damage.

3.3 Expiration of Certificate: A Certificate shall expire at the end of its lifecycle on the date after the “Valid to” date stated in the Certificate, in accordance with the Certification Practice Statement. The Service Provider shall notify you prior to the expiration of the Certificate. We and our Service Providers shall not bear any liability for any loss resulting from the expiry of the Certificate, or any losses suffered by you resulting from any failure to renew or replace a Certificate prior to its expiration. Upon expiration of the Certificate issued to you, you shall not use the Certificate for any purposes thereafter.

3.4 Suspension and Revocation of Certificate: We and our Service Providers may suspend or revoke a Certificate in accordance with the Certification Practice Statement or if you breach any material obligation of this Agreement. Upon revocation of the Certificate issued to you, you shall not use the Certificate for any purposes thereafter.

4. Certificate Services

4.1 Services: “Certificate Services” refer to any and all of our services and that of our Service Providers in relation to Certificate issuance, management and revocation, Certificate status validation and all other services provided under this Agreement, whether provided to you, a Relying Party or any third party.

4.2 Compliance with guidelines, notices, etc: In consideration for use of the Certificate Services or being permitted access to or use of the Channels or Repository Materials, you agree to comply with all the guidelines, notices, operating rules and policies and instructions pertaining to the access to and use of the Certificate Services, Channels, Repository Materials, and any related services, software, data and other materials provided by us (including the Certification Practice Statement), any amendments to the aforementioned issued by us from time to time, as well as any applicable laws and regulations. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on our website at [www.assurity.sg/nca].

4.3 No involvement of us or our Service Providers in the Transactions: This Agreement does not govern the Transaction between the Relying Party and

you. We and our Service Providers do not endorse, sponsor, or certify any Transaction, nor are we involved in the provision of the same. We and our Service Providers shall not be liable in any way for the Transaction, or any products obtained or purchased from, or services rendered by you or any Relying Party. You shall not involve us and our Service Providers in any dispute with or claim against any Relying Party, and we are not obliged to provide any litigation assistance or support to you or your agents, assigns and successors in respect of any dispute with or claim against such Relying Party.

**5. Subscriber's
Obligations,
Warranties and
Representations**

5.1

Issuance and Use: You represent and warrant to us that:

- 5.1.1** you have the right, authority and legal capacity to enter into this Agreement;
- 5.1.2** all information and representations provided in your communications with us and our Service Providers is accurate, complete and up-to-date;
- 5.1.3** you will promptly notify us, cease using the Certificate and apply for revocation of the Certificate if any of the foregoing information or representations is incorrect;
- 5.1.4** the information you provide to us does not infringe the Intellectual Property Rights of any third party;
- 5.1.5** you will not use the Certificate or Certificate Services, Channels, Repository Materials, Key Pair, or any related services, software, data or other materials provided by us for any hazardous or unlawful (including tortious) activity or in any way that infringes upon any right of any third party or for any purpose prohibited by this Agreement;
- 5.1.6** you will not send, upload, distribute, or deliver unsolicited bulk correspondence, malicious or harmful code, or any files or software that may damage the operation of another computer;
- 5.1.7** you will not transmit any materials or information which are or may be offensive, indecent, defamatory or which may not be lawfully disseminated under applicable laws;
- 5.1.8** you will use the Certificate Services in compliance with all applicable laws and regulations (including, without prejudice to the generality to the foregoing, Part III of the Third Schedule to the ETA), the acceptable use policies of any connected computer networks and any applicable internet standards;
- 5.1.9** each digital signature is created using your Private Key corresponding to the Public Key listed in the Certificate and is your digital signature and created using a Valid Certificate;
- 5.1.10** you will observe and comply with all security measures as described in the Certification Practice Statement;
- 5.1.11** you will ensure proper and adequate safeguarding, possession, and protection of your Private Key (and any device and credentials that

allow for the use of it) at all times, in accordance with the law (including regulation 24 of the Third Schedule to the ETA), Certification Practice Statement, Certificate Policy, and as set forth in this Agreement;

5.1.12 you will do all things necessary to preserve and maintain the integrity and security of the Certificate Services, and ensure that no unauthorised persons access or use your Private Key or Certificate;

5.1.13 you will be responsible for obtaining and using your own facilities (including but not limited to computer terminals, computer devices, modem, software, hardware, internet access and telecommunications facilities) to access and use the Certificate and Certificate Services. In addition, you shall be fully responsible for ensuring that such facilities are adequate, suitable, compatible and appropriate for the purposes of accessing and using the Certificate and Certificate Services in accordance with this Agreement; and

5.1.14 you will not, whether in whole or in part, modify, reverse-engineer, decompile, adapt, publish, redistribute, sublicense or interfere with or intercept the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us without our prior consent.

5.2 You warrant to us and each Relying Party that:

5.2.1 each digital signature created using the Private Key corresponding to the Public Key listed in the Certificate is your digital signature and the Certificate is operational (not expired, suspended or revoked) at the time the digital signature is created;

5.2.2 no unauthorized person has ever had access to your Private Key;

5.2.3 all representations made by you to us regarding the information contained in the Certificate are true;

5.2.4 all information contained in the Certificate is true to the extent that you have knowledge or notice of such information;

5.2.5 the Certificate is being used exclusively for authorized and legal purposes, consistent with the CP and CPS;

5.2.6 you will not use the Certificate until you have reviewed and verified the Certificate contents for accuracy; and

5.2.7 you will take all reasonable measures to maintain sole control of, keep confidential, and properly protect your Private Key and any associated activation data or device, e.g. password.

5.3 **Compromise and Reporting:** You represent and warrant to us that on the occurrence of any of the following:

5.3.1 you discover or have reason to believe that there has been a Compromise of, or the occurrence of any event that could potentially

lead to a Compromise; or

- 5.3.2** any information contained in the Certificate issued to you changes, becomes misleading or inaccurate, or if there is any change of circumstances that would make the information in the Certificate misleading or inaccurate,

you will promptly notify us, our appointed Service Provider, or both (as the case may be) through the prescribed methods on our website at [www.assurity.sg/nca], and immediately cease using your Private Key, Certificate and Certificate Services and we shall have the right to revoke the Certificate.

6. Intellectual Property

6.1 You acknowledge that we, or a relevant third party, own all title, rights and interest, including Intellectual Property Rights, in and to the Certificate Services, Certificate, Key Pair, Channels and the Repository Materials, and any content made available or accessible via the Channels or Certificate Services. You shall not do or permit any act which is directly or indirectly likely to prejudice our rights, title or interest, or that of a relevant third party (as the case may be), in and to the same. Unless otherwise expressly permitted by the applicable law, you agree not to modify, adapt, translate, prepare derivative works from, or decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Certificate, Key Pair, Certificate Services, Channels or the Repository Materials. Without prejudice to the generality of the foregoing, you shall not use in any way and shall not reproduce any trademark, logo, trade name or similar mark that is associated with the Channels or Certificate Services, without our prior written consent, or that of the relevant third party (as the case may be).

6.2 You also agree to not remove, obscure, or alter our, our Service Providers' and any other relevant third party's copyright notice, trademark, or other proprietary rights notice contained within, applied to or made available or accessible in conjunction with or through the Channels or Certificate Services.

6.3 We and our Service Providers do not represent or warrant that the use of any of the Certificate Services, Certificate, Key Pair, Channels or the Repository Materials by you will not constitute an infringement or misuse of any third party rights, including without limitation, Intellectual Property Rights.

6.4 No part of the Certificate Services, Certificate, Key Pair, Channels or the Repository Materials may be reproduced or reused without our prior written permission.

7. Disclaimers against Warranties, Representations and Liability

7.1 Disclaimers

7.1.1 Save that (i) we shall provide the Certificate Services, Channels and the Repository Materials in compliance with the Certificate Policy, Certification Practice Statement and applicable laws and regulations and (ii) we warrant to use reasonable efforts to ensure that any information communicated by us to you shall not contain any material misrepresentation of fact, the Certificate Services, Channels and the Repository Materials are provided on an "as is" and "as available" basis without warranties of any kind. Save as provided above, to the fullest extent permitted by law, we and our Service Providers do not

make any representations or warranties of any kind whatsoever in relation to the Certificate Services, Channels, Repository Materials, Certificate, Key Pair, participation of any Relying Party or any other PKI Participant or any related services, software, data or other materials provided by us or any part thereof, and hereby disclaim all express, implied or statutory warranties of any kind to you or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, including but not limited to any representations or warranties:

- (i) as to the “*non-repudiation*” by a Relying Party of any transaction entered into by a Relying Party and you involving the use of a Certificate (because non-repudiation is determined, among other things, by law);
- (ii) as to the non-repudiation of a Certificate or Key Pair;
- (iii) as to the accuracy, completeness, correctness, currency, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, satisfactory quality or fitness for any particular purpose of the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us or any part thereof; or
- (iv) that the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us, any part thereof, or any functions or features associated therewith will be uninterrupted or error-free, or that defects will be corrected or that the Certificate Services, Channels or the Repository Materials and the servers used in connection therewith are and will be free of all viruses or other malicious, destructive or corrupting code, programme or macro.

7.1.2 We and our Service Providers shall not be liable to you or any other party for any damage or loss of any kind, whether foreseeable or not, whatsoever and howsoever caused (whether in contract, tort (including negligence), breach of a statutory duty or in any other way, even if we have been advised of the possibility of such damages) for the following: (i) any indirect, incidental, consequential, special or exemplary costs, claims, expenses, loss or damages, even if informed of the possibility of such costs, claims, expenses, loss and damage; (ii) downtime costs or loss of income, revenue or profits, business opportunities, anticipated savings, goodwill, reputation or value of any equipment; and (iii) lost or damaged data, or damage to your servers, software or any other property, whether arising directly or indirectly in connection with any one or more of the following:

- (i) your access to and/or use of the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us or any part thereof;

- (ii) any inaccuracy or incompleteness in, or errors or omissions in the Channels or Repository Materials or in a Certificate where such Certificate is issued in compliance with the Certification Practice Statement;
- (iii) your use of a Certificate that is not a Valid Certificate;
- (iv) any delay or interruption in the Certificate Services, whether caused by delay or interruption in transmission over the internet or otherwise, including any interruption that occurs between the time a Certificate is revoked and a new or replacement Certificate is issued;
- (v) any breakdown or malfunction of any equipment, system or software used in connection with the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us, whether belonging to us (or our Service Providers) or not, including but not limited to any electronic terminal, server or system, or telecommunication or other communications network or system;
- (vi) any loss or unavailability of access to or use of the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us or any part thereof, howsoever caused;
- (vii) any Compromise of Private Keys, or disclosure of personal data contained within Certificates;
- (viii) any failure by a Relying Party to generate or maintain a secure and cryptographically sound Key Pair;
- (ix) your failure to perform your obligations in accordance with this Agreement;
- (x) your use, misuse, purported use or misuse or unauthorised use of the Certificate Services, Channels, Repository Materials, Key Pair or any related services, software, data or other materials provided by us, including any improper, illegal or unauthorised use of Certificate(s);
- (xi) any dealings between you and any Relying Party or between you and any third party, whether or not such dealings are facilitated through the use of the Channels or Certificate Services;
- (xii) your servers or any other devices not working or functioning properly;
- (xiii) any decision made or action taken by you or any third party in reliance upon the Certificate Services; and
- (xiv) any fraud, wilful misconduct, illegal acts or omissions on

your part or your employees, agents or contractors,

unless such damage or loss arises solely as a result of our or our Service Provider's gross negligence, wilful default, misconduct or fraud.

- 7.1.3** We and our Service Providers shall not be liable (whether based on an action or claim in contract, tort (including negligence) or otherwise) to you or any other party for any damage or loss of any kind, whether foreseeable or not, even if we have been advised of the possibility of such damages, arising from or in connection with any of the following: (i) any hacking, cyber-attack or any third party's interference with any of our or our Service Providers' computer systems and/or the stability or availability of the Internet or a portion thereof or a network or device failure external to its data centres; and (ii) any loss, delay or damage caused by or attributable to any form of malicious, surreptitious, disabling or corrupting code, agent or program, including any computer virus, worm, spyware, ransomware, rootkit, bootkit, logic bomb, backdoor, Trojans and exploit (including zero-day vulnerabilities).
- 7.2** You acknowledge that the CRL will be updated with information relating to revoked Certificates after a certain time period set forth in the CPS, and that the CRL may not contain a real-time record of all Certificate revocations.
- 7.3** Insofar as the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us facilitate or require the provision, use or functioning of, or are provided in conjunction with, other products, software, materials or services (such as reliance on certain third party records or databases to validate information contained in Certificates), we and our Service Providers make no representation or warranty in relation to such other products, software, materials or services (including without limitation, any representation or warranties as to timeliness, reliability, availability, interoperability, quality, security, fitness for purpose, non-infringement, suitability or accuracy).
- 7.4** You acknowledge that your access or use of the Certificate, Certificate Services, Channels, Repository Materials, Key Pair or any related services, software, data or other materials provided by us may contain or be infected by human or machine errors, inaccuracies, omissions, or may be occasioned by delays, unavailability or Compromise (which may or may not be detected), including the inadvertent loss of data, which may give rise to loss or damage suffered by you, and you agree and undertake that you shall not hold us liable in any way whatsoever for the said loss or damage. You further understand and agree that you use the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us or any third party websites, software or services made available in conjunction with or through the Certificate Services at your own discretion and risk and that you will be solely responsible for any loss or damage suffered by you arising therefrom.
- 7.5** You shall not rely on any part of the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us to claim or assert any form of legitimate expectation against us, whether or not arising out of or in connection with our roles and

functions as the certification authority.

- 7.6** Information provided through the Repository Materials does not constitute professional advice and the Repository Materials may not cover all information available on a particular issue. Before using the Repository Materials, you shall perform your own checks or obtain professional advice relevant to your particular circumstances.
- 7.7** Without prejudice to the foregoing, no action may be brought by you against us, under this Agreement or related to Certificate Services, Channels, Repository Materials, Certificate, Key Pair, participation of any Relying Party or any other PKI Participant or any related services, software, data or other materials provided by us more than one (1) year after the cause of action arose.

7.8 Limitation of Liability

7.8.1 Our maximum liability to you for all claims, suits, demands, actions or other legal proceedings under, arising out of or relating to this Agreement or relating to or arising in connection with the Certificate Services, Certificates, Key Pairs, Channels or Repository Materials or reliance of any party on any and all of the Certificates issued to you and any and all transactions in connection with such Certificate(s), Channels, or Repository Materials, whether based on an action or event or series of connected actions or events arising from the same factual act or omission, in contract, tort (including negligence) or otherwise, shall be SGD 30,000.00 in the aggregate (the “**Individual Aggregate Limit**”).

7.8.2 Notwithstanding Clause 7.8.1, in no event shall the total aggregate of our and our Service Providers’ liability to all Subscribers and Relying Parties or any other person, whether in contract, tort (including negligence), breach of a statutory duty or in any other way, relating to or arising in connection with the Certificate Services, Certificates, Key Pairs, Channels, or Repository Materials, regardless of the number of claims, causes of actions and Transactions, exceed SGD 4,000,000.00 in the aggregate (the “**Overall Aggregate Limit**”). We shall notify you when the Overall Aggregate Limit has been reached. Our aforementioned notification to you shall be conclusive evidence of the fact that the Overall Aggregate Limit has been reached.

7.8.3 You shall take all reasonable steps to mitigate any loss resulting from breach of this Agreement by us or our Service Providers or both.

8. Indemnities

8.1 You shall indemnify, defend and hold harmless us and our Service Providers, our and our Service Providers’ directors, officers, employees, agents, successors, and assigns (“**CA Indemnified Parties**”) from and against any demand, suit or action made or brought by a third party (including liabilities, damages, costs, and expenses, including reasonable legal costs and expenses, related to such third-party claim) arising from, in relation to or in connection with your breach of this Agreement or arising out of your unlawful, wilful, negligent or reckless conduct. You agree to cooperate fully with the CA Indemnified Parties during such proceedings, and shall not stipulate, acknowledge, or admit any fault or liability of any CA Indemnified Parties without their express prior written consent.

- 8.2** You shall conform in all respects with the provisions of all laws, regulations, codes, standards of performance, written directions, notices or other mandatory compliance requirements as may be applicable in respect of the Certificate Services (including without limitation, Singapore's ETA and PDPA) and shall indemnify, defend and hold harmless us and our Service Providers against all loss, damage, or liability that we or our Service Providers may suffer for your breaches or non-compliance with any such laws, standards, codes and regulations.
- 9. Privacy Statement**
- 9.1** In the course of your access or use of the Certificate Services, Channels and the Repository Materials, we may be required to collect, use, disclose and process personal data belonging to you. In this regard, we will collect, use, disclose and process such personal data in accordance with our privacy statement which can be found on or through our Channels (the "**Privacy Statement**").
- 9.2** Please refer to our Privacy Statement for more details. By submitting a Certificate Application, or accessing or using any part of the Certificate Services or the Repository Materials, as the case may be, you hereby acknowledge that you have read and understood our Privacy Statement, and that you agree to the terms of the Privacy Statement as may be amended from time to time.
- 10. Updates**
- 10.1** From time to time, we may issue, release or provide updates or upgrades to, or new versions of, the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us ("**Updates**"). Such Updates may take place and be implemented automatically, or may require action on your part. Please note that the Certificate Services, Channels, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us may not operate properly or at all if the Updates are not installed or implemented by you. For the avoidance of doubt, we and our Service Providers do not guarantee that such Updates will be made available, or that such Updates will continue to be compatible with your existing servers or operating systems.
- 11. Term and Termination**
- 11.1** **Term:** This Agreement remains in effect for so long as (i) you continue to use or access the Certificate Services, Repository Materials, Key Pairs, or any related services, software, data or other materials provided by CA; or (ii) the Certificate(s) remains issued in your name, unless earlier terminated by us in accordance with this Agreement.
- 11.2** **Termination by Us:** In our sole and absolute discretion, we may with immediate effect upon giving you notice, terminate your use of and access to the Certificate Services, Repository Materials, Certificate, Key Pair, and any related services, software, data or other materials provided by us, for any reason whatsoever, including: your breach of any of the terms in this Agreement, if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion we are unable to continue providing the Certificate Services.
- 11.3** **Termination by You:** You may terminate this Agreement using the prescribed method on our website at [www.assurity.sg/nca].
- 11.4** **Effect of Termination:** Upon any termination of this Agreement: (i) all of your rights under this Agreement immediately terminate; (ii) you shall cease using

the Certificate(s) issued under this Agreement and the Certificate Services, Repository Materials or any related services, software, data or other materials provided by us; (iii) if not already revoked, we will have the right to revoke any Certificate(s) issued to you; and (iv) provisions of this Agreement which, by their nature, are intended to survive termination of this Agreement, will continue to apply in accordance with their terms.

12. General

12.1 Assignment:

12.1.1 You may not assign or sub-contract this Agreement without our prior written consent.

12.1.2 We may assign, novate, transfer, or sub-contract the rights and liabilities in respect of the Certificates, Certificate Services, Channels or the Repository Materials or this Agreement, without notifying you, without your consent and without further reference to you.

12.2 Force Majeure: We and our Service Providers shall not be liable for any failure or delay in performing its obligations under this Agreement to the extent that the circumstances causing such failure or delay are due to an event of Force Majeure.

12.3 Severability: If any provision of this Agreement is held by a court or tribunal of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision had never been included.

12.4 Waiver: No delay in enforcing any provision of this Agreement will be construed to be a waiver of any rights under that provision.

12.5 Notices: Any notice that we intend to give to you may be carried out by posting such notice on our website at [www.assurity.sg/nca] or sending such notice to you to any contact information you may have provided us. You are deemed to have received notice of the same upon us posting or sending such notice to you as stated above.

12.6 Rights of Third Parties: Save for the Government of Singapore, the Government Technology Agency and our Service Providers, a person who is not a party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act or otherwise to enforce any of its terms.

12.7 Governing Law: This Agreement and the access and use of the Certificate Services, Channels, Repository Materials, Certificates or Key Pairs or any related services, software, data or other materials provided by us shall be governed by and construed in accordance with the laws of the Republic of Singapore.

12.8 Dispute Resolution

12.8.1 Subject to Clause 12.8.2, any dispute arising out of or in connection with this Agreement or the access or use of the Certificate Services, Channels, Repository Materials, Certificate or Key Pair or any related services, software, data or other materials provided by us, including any question regarding the existence, validity or termination of this Agreement, shall be resolved by reference to arbitration, with us

having the option of electing to refer the dispute to the Courts of the Republic of Singapore.

12.8.2 Where we are a defendant or respondent, we shall be given notice by the complainant before the commencement of any legal action against us to enable us to elect to have the dispute submitted to arbitration. We may, at our sole discretion, elect to have any dispute referred to in Clause 12.8.1 above referred to a court by written notice to the participant(s) involved and shall make the election within thirty (30) days of receipt of the complainant's written notice. The complainant's written notice shall:

- (i) state the specific dispute, difference, or claim to be resolved and the nature of such dispute, difference, or claim; and
- (ii) include a request that we make an election whether the dispute, difference, or claim as stated shall be resolved by reference to arbitration or by court proceedings.

12.8.3 Should we fail to make the election to have the dispute referred to a court within thirty (30) days of the receipt of the written notice, the dispute, difference or claim shall be resolved by arbitration. We may elect to refer to arbitration all or any part of the dispute or difference as stated by the complainant in its written notice. This right to elect shall not prejudice our right to a limitation defence and the period to exercise the right shall not be abridged by reason of any accrual of a limitation defence in our favour during the said period.

12.8.4 Where the dispute is referred to arbitration, it shall be administered by the Singapore International Arbitration Centre ("**SIAC**") in Singapore in accordance with the Arbitration Rules of the SIAC ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. Further:

- (i) the seat of the arbitration shall be Singapore;
- (ii) the tribunal shall consist of one (1) arbitrator to be agreed upon in accordance with the SIAC Rules, save that if no agreement is reached within thirty (30) days after receipt by one party of such a proposal from the other, the arbitrator shall be appointed by the Chairman of the SIAC;
- (iii) the language of the arbitration shall be English; and
- (iv) all information, pleadings, documents, evidence and all matters relating to the arbitration shall be confidential.

12.8.5 Any reference to arbitration under this Clause 12.8 shall be a submission to arbitration within the meaning of the Arbitration Act (Cap. 10) for the time being in force. The application of Part II of the International Arbitration Act (Cap. 143A), and the Model Law referred thereto, to this Agreement is hereby expressly excluded.

12.9 Reservation of Rights

12.9.1 Amendments: We reserve the right to change this Agreement, the Certificate Policy and the Certification Practice Statement at our sole discretion and at any time, by posting the revised or modified terms on or through the Repository or through such other Channel or means as we may deem appropriate. Your continued access or use of the Certificate Services, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us following the posting of any changes or modifications will constitute your acceptance of such changes, modifications, supplements and of such revised or modified terms. If you do not accept any changes or modifications, you must stop accessing and using the Certificate Services, Repository Materials, Certificate, Key Pair or any related services, software, data or other materials provided by us, and terminate this Agreement.

12.9.2 We reserve the right to:

- (i) update, enhance, upgrade, reduce, or otherwise modify or vary the Certificate Services, Certificate, Key Pair, Channels, Repository Materials, or any related services, software, data or other materials provided by us at any time, for any reason, with or without notice to you. You acknowledge and agree that this Agreement will apply to all such modifications, upgrades, enhancements, reductions and variations to the Certificate Services, Certificate, Key Pair, Channels and the Repository Materials and any related services, software, data and other materials provided by us;
- (ii) suspend access to or use of the Certificate Services, Certificate, Key Pair, Channels, Repository Materials, or any related services, software, data or other materials provided by us during times of maintenance (whether scheduled or unscheduled), without notice or liability to you whatsoever;
- (iii) deny or restrict access to or use of the Certificate Services, Certificate, Key Pair, Channels and the Repository Materials to you without ascribing any reasons and without liability to you whatsoever; and
- (iv) discontinue or terminate the Certificate Services, Certificate, Key Pair, Channels or the Repository Materials, or any part thereof, at any time (including in the event of Force Majeure) without notice or liability to you whatsoever, whereupon all rights granted to you hereunder shall also terminate forthwith.

12.9.3 Without limiting the generality of the foregoing, in the event that your access or use of the Certificate Services, Certificate, Key Pair, Channels or the Repository Materials is in breach of this Agreement or any applicable law, we have the right to immediately disable and terminate your access or use of the Certificate Services, Certificate, Key Pair, Channels and the Repository Materials without notice and to take all such action as we consider appropriate, desirable or necessary.

12.9.4 We retain absolute discretion in determining whether or not to provide maintenance and support services for the Certificate Services, Certificate, Key Pair, Channels and the Repository Materials, and if so, the type and nature of such maintenance and support services.