



AusCERT Certificate Service Subscriber Agreements

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SMIME

IMPORTANT — PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING AN AusCERT CERTIFICATE. BY USING, APPLYING FOR, OR ACCEPTING AN AusCERT CERTIFICATE OR BY CLICKING ON “I ACCEPT” BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND THAT YOU AGREE TO AND ACCEPT THE TERMS AS PRESENTED HEREIN. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE AN AusCERT CERTIFICATE AND CLICK “I DECLINE” BELOW.

The terms and conditions below constitute a binding agreement between you (the “Subscriber” or “you”) and The University of Queensland trading as AusCERT, which has its principal place of business at The University of Queensland, Queensland 4072, Australia (“AusCERT”), ABN 63 942 912 684 with respect to your use of the AusCERT digital certificate services (the “Agreement”).

1. You, the Subscriber, agree that:
 - 1.1. you will comply with the “Subscriber” obligations as set out in the CPS and fill your role as, and follow the procedures set out for, a Subscriber under the CPS in respect of your use of Certificates and the Subscription Services and that all obligations placed on a Subscriber and all representations and warranties made by a Subscriber under the CPS shall be incorporated into this agreement by reference;
 - 1.2. you will ensure that your staff and representatives involved with the Subscription Services read and understand the terms and conditions in the CPS and associated policies that are published in the Repository;
 - 1.3. you will use Certificates only for legal and authorised purposes in accordance with the use limitations set out in the CPS and/or the Certificate and the suggested usages and practices in the CPS and in particular, will not use Certificates for securing credit card transactions, online payments or other monetary transactions;
 - 1.4. you will not install or use an issued Certificate until after you have reviewed and verified the accuracy and completeness of the data in the Certificate;
 - 1.5. you will install an issued Certificate only on the servers accessible at the domain(s) listed on the Certificate and solely for authorised business of the Subscriber;
 - 1.6. you will be responsible for any computer or telecommunications hardware or software required to use the Certificates;
 - 1.7. you will obtain and keep in force any authorisation, permission or licence necessary to apply for and/or use a Certificate;



- 1.8. you will refrain from or cease using a Certificate if any information in it becomes misleading, obsolete or invalid;
- 1.9. you will provide correct and accurate information in your communications with AusCERT and the Participant Organisation;
- 1.10. you will continuously monitor the accuracy of information included in the application for a Certificate and appearing in issued Certificates and alert the Participant Organisation if at any stage while a Certificate is valid, any information originally submitted has changed since it had been submitted to the Participant Organisation or AusCERT;
- 1.11. you will treat your private key as confidential information and will use reasonable endeavours to prevent the compromise, loss, disclosure, modification or otherwise unauthorised use of the private key corresponding to the public key published in a Certificate;
- 1.12. you will immediately request the revocation of a Certificate in the case of an occurrence that materially affects the integrity of that Certificate, including compromise, loss, disclosure, modification or otherwise unauthorised use of the private key corresponding to the public key published in the Certificate;
- 1.13. a Certificate issued to you may be revoked by the Participant Organisation or AusCERT according to the conditions indicated in the CPS;
- 1.14. you will cease using a Certificate if it has expired or been revoked;
- 1.15. the provisions of the CPS relevant to the relationship between AusCERT and the Subscriber, including in respect of warranties, indemnities and limitation on liability, are incorporated into this Agreement by reference; and
- 1.16. you will comply with all the applicable laws (including any applicable export laws) with respect to the Certificate and your use of the Certificate and the Subscription Services. In addition, you will comply with any reasonable direction of AusCERT in relation to your use of the Certificate.
2. You represent and warrant that you:
 - 2.1. have the power and authority to apply for any Certificate you apply for, to enter into this Agreement and to perform all your obligations under this Agreement; and
 - 2.2. will not use in your application for a Certificate a name or symbol that infringes upon the intellectual property rights of another.
3. Unless the context requires otherwise, capitalized terms have the following meanings:
 - 3.1. "Certificate" means a digital file that, at least, states a name or identifies the relevant certification authority, identifies the Subscriber, contains the Subscriber's public key, and contains a serial number, that is issued by AusCERT as part of the Subscription Services;
 - 3.2. "CPS" means AusCERT's Certification Practice Statement, or CPS, from time to time available online at the Repository;



3.3. “Participant Organisation” means the organisation that has entered into a Participant Organisation Agreement with AusCERT and that is to approve and verify, or that has approved and verified, your application for a Certificate;

3.4. “Repository” refers to the publicly available collection of databases and documents for storing and retrieving information relating to Certificates and which may be accessed via the AusCERT website at cs.auscert.org.au/repository; and

3.5. “Subscription Services” means the certificate services described in the CPS.

Terms not defined herein but defined in the CPS shall have the meaning given in the CPS.



SSL

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 - 1.2. you will ensure that your staff and representatives involved with the Subscription Services read and understand the terms and conditions in the CPS and associated policies that are published in the Repository;
 - 1.3. you will use Certificates only for legal and authorised purposes in accordance with the use limitations set out in the CPS and/or the Certificate and the suggested usages and practices in the CPS and in particular, will not use Certificates for securing credit card transactions, online payments or other monetary transactions;
 - 1.4. you will not install or use an issued Certificate until after you have reviewed and verified the accuracy and completeness of the data in the Certificate;
 - 1.5. you will install an issued Certificate only on the servers accessible at the domain(s) listed on the Certificate and solely for authorised business of the Subscriber;
 - 1.6. you will be responsible for any computer or telecommunications hardware or software required to use the Certificates;



- 1.7. you will obtain and keep in force any authorisation, permission or licence necessary to apply for and/or use a Certificate;
 - 1.8. you will refrain from or cease using a Certificate if any information in it becomes misleading, obsolete or invalid;
 - 1.9. you will provide correct and accurate information in your communications with AusCERT and the Participant Organisation;
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 - 1.11. you will treat your private key as confidential information and will use reasonable endeavours to prevent the compromise, loss, disclosure, modification or otherwise unauthorised use of the private key corresponding to the public key published in a Certificate;
 - 1.12. you will immediately request the revocation of a Certificate in the case of an occurrence that materially affects or may materially affect the integrity of that Certificate, including compromise, loss, disclosure, modification or otherwise unauthorised use of the private key corresponding to the public key published in the Certificate;
 - 1.13. a Certificate issued to you may be revoked by the Participant Organisation or AusCERT according to the conditions indicated in the CPS;
 - 1.14. you will cease using a Certificate if it has expired or been revoked;
 - 1.15. the provisions of the CPS relevant to the relationship between AusCERT and the Subscriber, including in respect of warranties, indemnities and limitation on liability, are incorporated into this Agreement by reference; and
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Subscriber's public key, and contains a serial number, that is issued by AusCERT as part of the Subscription Services;

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