

User Subscriber Agreement

Post.Trust for Adobe CDS Qualified Document Signing Certificate

A background image showing a hand holding a pen, signing a document. The document has a circular stamp or seal. The image is overlaid with a semi-transparent purple and white gradient.

1 Introduction

The terms and conditions applicable to the Post.Trust for Adobe CDS Qualified Document Signing Certificate are set out in the Post.Trust for Adobe Certified Document Services (CDS) Certification Practice Statement available at <http://www.post.trust.ie/Downloads/PostTrustCDSCPS.pdf>. Any defined term used below bears the meaning assigned to it in the section entitled "In this agreement" or in Post.Trust for Adobe CDS Certification Practice Statement. In the event of conflict between this document and Post.Trust for Adobe CDS Certification Practice Statement this document will prevail.

1.1 In this agreement

"Certification Service Provider" means the entity or legal or natural persons who issues certificates or provides other services related to electronic signatures;

"Complainant" means the party making a complaint to Post.Trust in respect of a digital certificate, private key or other service supplied by Post.Trust.

2 Subscriber Agreement

2.1 Post.Trust for Adobe CDS Qualified Document Signing Certificate

Post.Trust agrees to provide its services as a Certification Service Provider to you, the Subscriber.

You agree to allow your personal data submitted in the course of your registration with Post.Trust to be processed by and on behalf of Post.Trust and used as explained in the registration process. All information disclosed by you other than that going into the digital certificate or held in a publicly available repository will be kept strictly confidential within Post.Trust.

A Subscriber is solely responsible for the protection of their Private Keys. Subscribers shall notify Post.Trust immediately if they believe a private key has or may have been compromised in any way. A Subscriber shall be liable to Post.Trust and third parties for any misrepresentations they make to Post.Trust, as well as for direct and indirect consequences of those misrepresentations. Subscribers to Post.Trust's services acknowledge that they have been advised to obtain proper training in the use of a public key infrastructure prior to requesting or relying upon a Digital Certificate.

All Intellectual Property Rights in the Post.Trust service and any associated documentation (including any and all functional and performance specifications (the "Specifications")) shall vest in Post.Trust Limited and/or its licensors. For the purposes of this agreement, "Intellectual Property Rights" shall mean all patents, copyrights (including copyright in computer software), design rights, trade marks, trade names, service marks, know-how, trade secrets and technical data, together with all goodwill attaching or relating thereto and all other industrial or intellectual property rights of whatever nature arising anywhere in the world, (and whether any such rights are registered or unregistered, including any application for registration in respect of any such rights). The Subscriber and each relying party shall ensure that in using the Post.Trust's services it will do nothing illegal or infringe upon any third party rights and in particular will ensure that any material that it supplies or transmits is not illegal, libelous, and does not infringe upon any Intellectual Property Right of Post.Trust or any third party.

The Subscriber and relying parties are given a non-exclusive, non-transferable, royalty free, limited licence to use the Intellectual Property Rights in the Post.Trust service only to the extent and solely for the purpose of availing of the Post.Trust service. The granting of this limited licence is conditional on the subscriber's and relying party's agreement to and compliance with all of the terms and conditions of this Agreement.

In the event of any dispute or claim arising from the issue of a Post.Trust Digital Certificate, the Complainant undertakes to notify Post.Trust in writing by registered mail of the exact nature of the dispute and to follow the Post.Trust Complaint Processing and Dispute Resolution Policy and Procedures available at [http://www.post.trust.ie/Downloads/DisputeResolutionProcedures\(DISRES\).pdf](http://www.post.trust.ie/Downloads/DisputeResolutionProcedures(DISRES).pdf). Post.Trust will then, using this policy and procedure, endeavour to address the issues raised by the Complainant as comprehensively as possible in as short a time frame as possible.

By accepting a Digital Certificate issued by Post.Trust, the Subscriber expressly agrees with Post.Trust and to all who reasonably rely on the information contained in the digital certificate that at the time of acceptance and throughout the operational period of the digital certificate, until notified otherwise by the Subscriber that:

- no unauthorised person has ever had access to the Subscriber's private key;
- all representations made by the Subscriber to Post.Trust regarding the information contained in the digital certificate are true;
- all information contained in the digital certificate is true to the extent that the Subscriber had knowledge or notice of such information, and does not promptly notify Post.Trust of any material inaccuracies in such information;
- the digital certificate is being used exclusively for authorised and legal purposes.

2.2 SpeediSign

If you use SpeediSign, as defined in **Schedule One** OVERLEAF, you agree that the terms and conditions set out in Schedule One to this Agreement apply to such use.

3 Subscriber Acknowledgement

BY ACCEPTING A DIGITAL CERTIFICATE, THE SUBSCRIBER ACKNOWLEDGES THAT IT AGREES TO THESE TERMS AND CONDITIONS. BY ACCEPTING A DIGITAL CERTIFICATE, THE SUBSCRIBER ASSUMES A DUTY TO RETAIN CONTROL OF THE SUBSCRIBER'S PRIVATE KEY, TO USE A TRUSTWORTHY SYSTEM AND TO TAKE REASONABLE PRECAUTIONS TO PREVENT ITS LOSS EXCLUSION MODIFICATION OR UNAUTHORISED USE. BY ACCEPTING A DIGITAL CERTIFICATE, THE SUBSCRIBER AGREES TO INDEMNIFY AND HOLD POST.TRUST AND ITS AGENTS AND CONTRACTORS HARMLESS FROM ANY ACTS OR OMISSIONS RESULTING IN LIABILITY, ANY LOSS OR DAMAGE, AND ANY SUITS, PROCEEDINGS OR CLAIMS, AND EXPENSES OF ANY KIND, INCLUDING REASONABLE ATTORNEYS FEES, THAT POST.TRUST ITS AGENTS AND/OR CONTRACTORS MAY INCUR, THAT ARE CAUSED BY THE USE OR PUBLICATION OF A DIGITAL CERTIFICATE AND THAT ARISE FROM (I) FALSEHOOD OR MISREPRESENTATION OF FACT BY THE SUBSCRIBER (OR A PERSON ACTING UPON INSTRUCTIONS FROM ANYONE AUTHORISED BY THE SUBSCRIBER); (II) FAILURE BY THE SUBSCRIBER TO DISCLOSE A MATERIAL FACT, IF THE MISREPRESENTATION OR OMISSION WAS MADE NEGLIGENTLY OR WITH INTENT TO DECEIVE POST.TRUST OR ANY PERSON RECEIVING OR RELYING ON THE CERTIFICATE; (III) FAILURE TO PROTECT THE SUBSCRIBER'S PRIVATE KEY, TO USE A TRUSTWORTHY SYSTEM OR TO OTHERWISE TAKE THE PRECAUTIONS NECESSARY TO PREVENT THE COMPROMISE LOSS, DISCLOSURE, MODIFICATION OR UNAUTHORISED USE OF THE SUBSCRIBER'S PRIVATE KEY; (IV) USE OF THE DIGITAL CERTIFICATE FOR A PURPOSE WHICH IS LIBELLOUS OR CONSTITUTES MALICIOUS FALSEHOOD OR DISPARAGEMENT OF GOODS OR SERVICES, OR IS OTHERWISE DEFAMATORY, IS IMMORAL, OBSCENE, PORNOGRAPHIC, IS ILLEGAL OR ADVOCATES ILLEGAL ACTIVITY, OR CONSTITUTES A VIOLATION OF PRIVACY OR INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF POST.TRUST OR A THIRD PARTY.

The digital certificate issued to you may only be used as authorised by your organisation and may not be used in excess of the maximum liability amount set out in the digital certificate.

4 Schedule One: SpeediSign terms and conditions

1. In these terms and conditions

“**Certification Services**” means the services provided by Post.Trust Limited as a Certification Service Provider, as defined in the User Subscriber Agreement;

“**Customer**” means you, the subscriber for the Certification Services;

“**Post.Trust**” means Post.Trust Limited, a limited liability company having its registered office at GPO, O’Connell Street, Dublin 1;

“**SpeediSign**” means the Post.Trust software that enables multiple documents to be signed using Post.Trust’s Certification Services;

“**SpeediSign Terms**” means these terms and conditions.

2. SpeediSign is provided for use solely in conjunction with Post.Trust’s Certification Services. By using SpeediSign you agree that you have signed a User Subscriber Agreement with Post.Trust. Post.Trust’s Certification Services are governed by the User Subscriber Agreement and the appropriate Certification Practice Statement. The terms of the User Subscriber Agreement and the appropriate Certification Practice Statement apply to the Customer’s use of SpeediSign in addition to these SpeediSign Terms. In the event of conflict between these documents the User Subscriber Agreement will prevail over the appropriate Certification Practice Statement and the Certification Practice Statement will prevail over the SpeediSign Terms.

3. Licence

Post.Trust hereby grants the Customer a non-transferable, non-exclusive, revocable licence to install SpeediSign on one computer only and to use SpeediSign solely to enable the Customer to use the Certification Services on the terms and conditions set out in this Agreement.

4. Warranty

4.1 Subject to the exceptions set out in this Clause 4 and the limitations upon its liability in Clause 4.3 below Post.Trust warrants that:

4.1.1 its title to and property in SpeediSign is free and unencumbered and that it has the right power and authority to license the same upon the terms and conditions of this Agreement;

4.1.2 the media upon which SpeediSign is supplied to the Customer shall be free from defects in materials, design and workmanship;

4.1.3 SpeediSign will conform to the technical specifications contained in the SpeediSign Setup User Guide.

4.2 The Customer shall give notice to Post.Trust as soon as it is reasonably able upon becoming aware of a breach of warranty.

4.3 Subject to Clause 4.4 below, Post.Trust shall remedy any breach of the warranties set out in Clause 4.1 above by the provision, free of charge, of a replacement copy of SpeediSign. If Post.Trust complies with this clause 4.3 it will have no further liability or responsibility for a breach of the warranty in clause 4.1 in respect of SpeediSign.

4.4 Post.Trust shall have no liability to remedy a breach of warranty where such breach arises as a result of any of the following circumstances:

4.4.1 the improper use operation or neglect of SpeediSign;

4.4.2 the modification of SpeediSign or its merger (in whole or in part) with any software or data;

4.4.3 the failure by the Customer to implement recommendations in respect of or solutions to faults previously advised by Post.Trust;

- 4.4.4 any breach by the Customer of any of its obligations under any maintenance agreement in respect of its computer system;
 - 4.4.5 the Customer's failure to install and use (in substitution for the previous release) any new release of SpeediSign within thirty (30) days of receipt of the same;
 - 4.4.6 the Customer's failure to follow the instructions of Post.Trust in using SpeediSign; or
 - 4.4.7 the use of SpeediSign for a purpose for which it was not designed.
- 4.5 Without prejudice to the foregoing, Post.Trust does not warrant that the Use of SpeediSign will meet the Customer's requirements, or that the operation of SpeediSign will be uninterrupted or error free.
- 4.6 Without prejudice to the foregoing Post.Trust does not warrant the accuracy or completeness of the data contained in SpeediSign.
- 4.7 Subject to the foregoing all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of SpeediSign are hereby excluded to the greatest extent permissible including, without limitation, all warranties as to merchantability or fitness for a particular purpose.
- 4.8 The Customer acknowledges and agrees that it shall not acquire or assert any right, title or interest in or to SpeediSign or any intellectual property rights thereto, based on any use or incorporation of SpeediSign as permitted under this Agreement or otherwise.

5. Intellectual Property

- 5.1 Post.Trust will indemnify the Customer against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of SpeediSign by the Customer infringes the patent, copyright, registered design, trade mark or other intellectual property rights of said third party (an "Intellectual Property Infringement") provided that the Customer:
- 5.1.1 Gives notice to Post.Trust of any Intellectual Property Infringement forthwith on becoming aware of the same;
 - 5.1.2 Gives Post.Trust the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement, and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of Post.Trust; and
 - 5.1.3 Acts in accordance with the reasonable instructions of Post.Trust and gives to Post.Trust such assistance as it shall reasonably require in respect of the conduct of the said defence, including without prejudice to the generality of the foregoing the filing of all pleadings and other court process, and the provision of all relevant documents.
- 5.2 Post.Trust shall have no liability to the Customer in respect of an Intellectual Property Infringement if the same results from:
- 5.2.1 any use of SpeediSign by the Customer other than in accordance with the terms of this Agreement; or
 - 5.2.2 the failure by the Customer to implement recommendations in respect of or solutions to faults previously advised by Post.Trust;
 - 5.2.3 the Customer's failure to install and use (in substitution for the previous release) any new release of SpeediSign within fifteen (15) days of receipt of the same;
 - 5.2.4 the use of SpeediSign for a purpose for which it was not designed;
 - 5.2.5 any alteration, modification, adjustment or enhancement made by the Customer to SpeediSign; or
 - 5.2.6 any combination, connection, operation or use of SpeediSign with any other equipment, software or documentation not supplied by Post.Trust.
- 5.3 In the event of an Intellectual Property Infringement, Post.Trust shall be entitled at its own expense and option either to:
- 5.3.1 Procure the right for the Customer to continue using SpeediSign; or
 - 5.3.2 Make such alterations, modifications or adjustments to SpeediSign so that it becomes non-infringing without incurring a material diminution in performance or function; or
 - 5.3.3 Replace SpeediSign with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.
- 5.4 If Post.Trust in its reasonable judgment is not able to exercise any of the options set out at clause 5.3 above within thirty (30) days of the date it received notice of the Intellectual Property Infringement at a cost and on such conditions as Post.Trust (acting in its sole discretion) considers reasonable, Post.Trust shall refund to the Customer an amount equal to the fee paid by the Customer pursuant to the Agreement in the 12 months prior to the refund. If Post.Trust complies with this clause 5.4 it will have no further liability or responsibility for a breach of clause 5.1 in respect of SpeediSign.