



Vodafone Group Certification Authority Subscriber Agreement

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Vodafone Group Certification Authority Subscriber Agreement

PLEASE READ CAREFULLY THE TERMS OF THIS VODAFONE GROUP CERTIFICATION AUTHORITY (“VGCA”) SUBSCRIBER AGREEMENT AND THE VGCA CERTIFICATION PRACTICE STATEMENT (“CPS”). BY CLICKING ON THE “I ACCEPT” BUTTON OR BY USING THE DIGITAL CERTIFICATE(S) ISSUED BY THE VGCA, YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

This VGCA Subscriber Agreement (the “Agreement”) is effective as of the date of issuance of the accompanying Digital Certificate - or of the first-issued Digital Certificate if more than one - (the “Effective Date”) and is concluded between:

Vodafone Group Services Limited, a limited liability company incorporated under the laws of England and Wales (Company Registration No. 03802001), whose registered office is at Vodafone House, The Connection, Newbury, Berkshire RG14 2FN, United Kingdom (referred to in this Agreement as the “Vodafone Group Certification Authority” or “**VGCA**”, which is run as part of Vodafone Group Services Limited’s activities)

and

the individual (i.e. a natural person) or organisation (i.e. a legal person) receiving the accompanying Digital Certificate(s) (the “Subscriber”).

1. Definitions

Digital Certificate

A collection of electronic data consisting of a Public Key, identifying information about the owner of the Public Key, and validity information, which has been Digitally Signed by the VGCA.

Certificate Revocation List (“CRL”)

A collection of electronic data containing information concerning revoked Digital Certificates.

Certification Authority (“CA”)

The VGCA issues Digital Certificates to Users in a Digital Certificate Hierarchy. The VGCA is the Subscriber’s CA hereunder.

Certified User

An individual or organisation that has been issued a valid VGCA Digital Certificate, which has not been revoked or expired.

Private Key

A mathematical key, which is kept private to the owner and which is used to create Digital Signatures or to decrypt electronic data.

Public Key

A mathematical key which is available publicly and which is used to verify Digital Signatures created with the matched Private Key and to encrypt electronic data, which can only be decrypted using the matched Private Key.

Subscriber

An individual or an organisation that has requested the VGCA to issue to it one or more Digital Certificate(s).

Subject

The named entity which appears in the Digital Certificate associated with the Public Key.

2. Authority to Use Digital Certificate

2.1 Grant of Authority

- 2.1.1 As of the Effective Date, the VGCA hereby grants to the Subscriber the authority for the term set forth in Section 8 to use the accompanying VGCA Digital Certificate(s) in conjunction with Private Key or Public Key operations.
- 2.1.2 The Subscriber agrees to the conditions set out in this Agreement and to the terms of the CPS (Certification Practice Statement) found under <http://ca.vodafone.com/repository>. The Terms and Conditions of the VGCA CPS and associated Certificate Policies (hereinafter "CP") are hereby incorporated by reference to this Agreement.
- 2.1.3 The Subscriber agrees to use a VGCA Certificate only in relation to itself or to the Subject(s) to perform public or private key operations as well as use a certificate only in conjunction with one instance of the private key.

3. Limitations on Authority

- 3.1 The Subscriber shall use the accompanying Digital Certificate(s) only in connection with properly licensed or licence-free cryptographic software.
- 3.2 Nothing in this Agreement or in its performance shall be deemed or interpreted as an assignment by one of the party to the other of any intellectual property rights in any trade marks, brand names, logos, corporate identifiers or product designations. Such rights shall not be used unless all necessary consents, approvals and licences have been obtained from the party which owns all rights to such trademarks, trade names, logos, corporate identifiers or product designation.

4. Services Provided by the VGCA

After execution of this Agreement and payment of all applicable fees, in addition to the grant of authority pursuant to Section 2, the VGCA shall provide the following services to the Subscriber hereunder:

4.1 CRL Availability

Use its reasonable efforts to compile, aggregate and make electronically available to all CAs and Certified Users in its hierarchy the VGCA's current CRLs if applicable; provided, however, that the VGCA shall not be in breach of its obligations hereunder as a result of any delay in or failure of performance on its part which arises out of any equipment failure or telecommunications breakdown beyond the reasonable control of the VGCA.

4.2 Revocation Status Services

Use its reasonable efforts to provide to CAs, Certified Users and users of those Digital Certificates in a dedicated hierarchy information concerning the status of particular Digital Certificates; provided, however, that the VGCA shall not be in

breach of its obligations hereunder as a result of any delay in or failure of performance on its part which arises out of any equipment failure or telecommunications breakdown beyond the reasonable control of the VGCA.

4.3 Revocation of Digital Certificates

- 4.3.1 Act promptly upon the request of the Subscriber to revoke a Digital Certificate of the Subscriber. Subject to acceptable completion of the verification process, approval by the appropriate CA and payment by the Subscriber of the then-current applicable fee, a new Digital Certificate may then be issued to the Subscriber.
- 4.3.2 The VGCA may act unilaterally to revoke a certificate if payment conditions have not been fulfilled or if the subscriber fails to perform any material obligations under the terms of this Agreement and the VGCA CPS and CP related to a digital certificate.

5. Subscriber Obligations

5.1 Subject Identification Information

- 5.1.1 If at any time, the name of the Subject contained in a Digital Certificate request provided by the Subscriber to the VGCA for the purpose of obtaining an accompanying Digital Certificate changes, the Subscriber shall immediately provide notice to the VGCA, cease using and request the VGCA to revoke such certificate.
- 5.1.2 If at any time, any other significant information, including but not limited to a Subject's organisation name, changes from that contained in the Digital Certificate request, the Subscriber must request that the VGCA revokes the Digital Certificate.
- 5.1.3 Upon expiration or revocation of a Digital Certificate the Subscriber agrees to cease using and permanently remove such certificate from the device on which it was installed and use it for reference and retrieval purposes only.

5.2 Compromised Digital Certificate

- 5.2.1 If during the validity period of a Subscriber's Digital Certificate, the Subscriber has any reason to believe that the security of the corresponding Private Key may have been compromised, the Subscriber shall immediately request that the VGCA revoke the corresponding Digital Certificate and the VGCA shall revoke the said Digital Certificate immediately upon the Subscriber's request.
- 5.2.2 The request by the Subscriber to revoke its Digital Certificate pursuant to Clause 5.2.1 above will not prevent the Subscriber from obtaining a new Digital Certificate upon acceptable completion of the verification process, approval by the appropriate CA and payment by the Subscriber of the applicable fee.

5.3 Permission to Publish Information

The Subscriber agrees that VGCA may publish the serial number of the Subscriber's Digital Certificate(s) in connection with the VGCA's dissemination of CRLs and Digital Certificate status information within and outside the VGCA Certificate Hierarchy.

5.4 Notification of Errors

5.4.1 The Subscriber agrees to notify the VGCA immediately if there is an error in any issued Digital Certificate. If nothing has been notified within 5 days after receipt of such Digital Certificate, the Subscriber will be deemed to have accepted such Digital Certificate.

5.4.2 In the event that the Subscriber itself holds the Private Key, then by accepting the Digital Certificate, the Subscriber assumes a duty to retain control of its Private Key, to use a trustworthy system, and to take all necessary precautions to prevent its loss, disclosure or unauthorised use. ("Loss" does not include controlled destruction of the key after it has fulfilled its intended purpose.)

5.5 Code-signing Certificate

Specific obligations apply where a Digital Certificate is used by the Subscriber to sign software code, as detailed in the corresponding CP:

5.5.1 The Subscriber shall use the Digital Certificate to sign only such code as has been explicitly agreed with Vodafone, and only as part of a designated approval process (see for reference the current versions of the "Vodafone Security Guidelines for Executable Code" and "Vodafone GSS CP Handbook").

5.5.2 In the event that the Subscriber itself holds the Private Key, the Subscriber shall arrange to securely destroy the private signing key after it has been used to sign the intended code.

5.5.3 In cases where material defects are discovered in the code after signing, the Subscriber shall immediately provide notice to the VGCA, cease using and request the VGCA to revoke such certificate. "Material Defects" are such as to render the code non-compliant with the approval process referenced above.

5.6 Auto-enrolled Certificate(s)

Specific obligations apply where one or more Subject entities are automatically enrolled for the accompanying Digital Certificate(s), as detailed in the corresponding CP:

5.6.1 The Subscriber shall establish and maintain sole ownership of a Subject account, or defined group of Subject accounts, granted automatic enrolment privileges for the Digital Certificate(s).

5.6.2 In the event of any change to the Subscriber's ownership of said Subject account or group, or any compromise or misuse of the credentials used by the Subscriber to manage said account or group, the Subscriber shall immediately notify the VGCA.

- 5.6.3 In the event that the Subscriber itself does not hold one or more of the Private Keys, the Subscriber shall ensure that the requirements of clause 5.4.2 with regard to protection of each such Private Key are fulfilled by each corresponding Subject.

6. Disclaimer of Warranty and Limitation of Liability

To the extent permitted by law the VGCA will in no event (except for fraud or wilful misconduct) be liable for any indirect, incidental or consequential loss, including loss of profit, data, revenue, goodwill, opportunity or business arising from or in connection with the use, delivery, licence, performance of Digital Certificates, digital signatures, or any other transactions or services offered or contemplated by the CPS.

7. Indemnity

- 7.1 To the extent permitted by law the Subscriber agrees to indemnify and keep indemnified the VGCA from and against all costs, claims, demands, liabilities, expenses, damages or losses (and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with:
- 7.1.1 Any false or misrepresented data supplied by the Subscriber or its agent(s);
 - 7.1.2 Any failure of the Subscriber to disclose a material fact, if the misrepresentation or omission was made negligently or with intent to deceive the VGCA or any person receiving or relying on the certificate;
 - 7.1.3 The Subscriber's failure to protect its Private Key, to use a trustworthy system as required, or to take all necessary precautions to prevent the compromise, loss, disclosure, modification, or unauthorised use of the Subscriber's Private Key or to attend to the integrity of the VGCA Root Certificate(s).
 - 7.1.4 Breaking any applicable laws in its jurisdiction including those related to intellectual property protection, viruses or access to computer systems.

8. Term and Termination

This Agreement shall terminate on the Expiry Date of the accompanying Digital Certificate – or of the last-expiring Digital Certificate if more than one – or, if earlier, on failure by the Subscriber to perform any of its material obligations under this Agreement if such breach is not remedied within thirty (30) days after receipt of notice from the VGCA.

9. Effect of Termination

Upon termination of this Agreement for any reason, the Subscriber's Digital Certificate(s) shall if not expired be revoked by the VGCA in accordance with the VGCA's procedures then in effect. Upon expiry or revocation of a Subscriber's Digital Certificate for any reason, all authority granted to the Subscriber pursuant to Section 2 shall terminate.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

11. No Assignment

Neither this Agreement nor the Subscriber's Digital Certificate(s) shall be assignable by the Subscriber. Any such purported assignment or delegation shall be void and of no effect and shall permit the VGCA to terminate this Agreement.

12. Severability

- 12.1 If any provision of this Agreement, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto.
- 12.2 It is expressly agreed that each provision of this agreement, which provides for a limitation of liability, disclaimer of warranties or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such.

13. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties with respect to the subject matter.

14. Notices

Whenever the Subscriber desires or is required to give any notice, demand, or request to the VGCA with respect to this Agreement, such communication shall be in writing and shall be effective only if it is delivered by courier service that confirms delivery in writing or mailed, certified or registered mail, postage prepaid, return receipt requested, or a digitally signed email addressed to the VGCA at:

Vodafone Group CA attn. Group Legal, C/O VODAFONE GROUP SERVICES LIMITED, VODAFONE HOUSE, THE CONNECTION, NEWBURY, BERKSHIRE RG14 2FN, UNITED KINGDOM. Email: ca@vodafone.com URL: ca.vodafone.com

Such communications shall be effective when they are received.