

## ADVANCED ELECTRONIC SIGNATURE SUBSCRIBER AGREEMENT / SIGNINGHUB SUBSCRIBER AGREEMENT

for a natural person applying for, accepting and using a *digital certificate issued by LAW Trusted Third Party Services (Pty) Ltd (LAWtrust)* for the purposes of digital signatures or advanced *electronic signatures* in terms of the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002)

### IMPORTANT NOTICE (BEFORE YOU, THE APPLICANT, SUBMIT THIS APPLICATION, PLEASE READ THE FOLLOWING CAREFULLY)

- 1.1 By signing this agreement, you agree to familiarise yourself and fully comply with the terms and conditions which you are bound by contained in the **LAWtrust Aesign Certificate Practice Statement (CPS)** or **LAWtrust AATL Certificate Practice Statement (CPS)** whichever may be applicable to the application, the **Electronic Communications and Transactions Act 25 of 2002 (ECT Act)** and **ECT Act Accreditation Regulations** available in the repository on [www.lawtrust.co.za/repository/](http://www.lawtrust.co.za/repository/) as well as any other requirements set out by LAWtrust in the digital signing of documents.
- 1.2 By completing and submitting this Subscriber Agreement to LAWtrust, together with the supporting documentation required, you, the applicant, are applying to be issued with a digital certificate (once issued, you will then be referred to as a subscriber) to enable you to sign data messages. Your resultant electronic signature deemed to be your digital signature or advanced electronic signature by virtue of LAWtrust's accreditation of its authentication products and services in terms of section 37 of the ECT Act.
- 1.3 The issuance and subsequent use by you of the digital certificate is subject to the following terms and conditions:
- 1.4 YOU, THE APPLICANT WARRANT, ACCEPT AND AGREE THAT:**
  - 1.4.1 All information submitted by you in support of this digital certificate application is true and correct, and you shall subject yourself to a face-to-face or equivalent identification by LAWtrust in the establishment of your identity.
  - 1.4.2 The digital certificate issued to you and its subsequent use is personal to you, the subscriber (i.e. the person named in the digital certificate), to enable you to create advanced electronic signatures.
  - 1.4.3 You shall exercise all reasonable care to manage and retain control of the private key associated to the public key listed in the digital certificate, including retaining control of any pass-phrase, and prevent disclosure to a person not authorized to create your advanced electronic signature, and such duty shall continue throughout the period of validity of the digital certificate and during any period of suspension of the digital certificate.
  - 1.4.4 The utilisation of a digital signature will be legally binding in the same manner as a signature on paper. You will not use your digital certificate for any unlawful purpose.
  - 1.4.5 To all who reasonably rely on the information contained in the digital certificate that: (i) you rightfully hold the private key corresponding to the public key listed in the digital certificate; (ii) all representations made by you to LAWtrust and material to the information listed in the digital certificate are true; and (iii) all information in the digital certificate of which you have knowledge is true.
  - 1.4.6 You shall request LAWtrust to revoke your digital certificate immediately on you becoming aware, or when you ought reasonably to have become aware, of any inaccurate information contained therein, or suspected loss, disclosure or compromise of your digital certificate's associated private key.
  - 1.4.7 You shall not monitor, interfere with, or reverse-engineer any technical implementation required for the creation of your digital certificate, or its use, or otherwise in any manner seek to compromise the security thereof.
  - 1.4.8 This agreement constitutes a legally binding document enforceable by law. Any failure by you to comply with your above obligations constitutes a material breach by you of this Subscriber Agreement.

1.5 You accept and bear the risk of a compromise of your digital certificate and/or its associated private key, which may or may not be detected; and you accept and bear the risk of your compromised digital certificate and/or its associated private key being used to impersonate you and/or your electronic signature.

1.6 Under no circumstances shall LAWtrust, its licensors, suppliers and staff be liable, whether in contract, warranty, delict, vicarious liability or any other form of liability whatsoever, for any general, direct, indirect, incidental, special or consequential damages (including without limitation any loss of profits, loss of data, interruption, computer failure or pecuniary loss) arising out of your use or inability to use any of LAWtrust's authentication products and/or services.

1.7 In order to register your digital certificate, LAWtrust needs to collect the following personal information:

1.8 Your name and surname

1.9 Your telephone number

1.10 Your company name

1.11 Your job title

1.12 Your email address

1.13 A copy of your ID

1.14 Security questions and answers

1.15 LAWtrust needs to collect this information in order to positively verify your identity and to create your electronic signature profile.

1.16 We will keep your personal information confidential and only use it for internal purposes, to contact you, to reset a password if needed and for technical purposes.