

AESIGN 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 advanced *electronic signatures* in terms of the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002) [v08-04-2015]

1. 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), 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/ 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 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 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 be responsible for the management of the private key associated with the LAWtrust digital certificate and 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, pin or token/FIPS Rated Software used to activate the private key, 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 utilization of a digital signature will be legally binding in the same manner as a signature on paper. You will not use your digital certificate or token/FIPS Rated Software 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.

2. APPLICANT DETAILS

Applicant full name(s) and surname (as it appears in his/her ID document or passport)

Identity/passport number of applicant

Cellphone number (this number could be used to SMS/text a One-Time-Pin (OTP) number that the Applicant will require to download and install the digital certificate being applied for):

E-mail address (this email address will be used in the certificates information as well as additional contact information)

3. APPLICANT SIGNATURE

I, THE APPLICANT, WHO'S DETAILS ARE RECORDED HEREIN, ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND ACCEPT THE ABOVE TERMS AND CONDITIONS:

_____ (Full Signature)

_____ (Print Name)

_____ (date)

4. ENROLMENT OFFICER SIGNATURE (FOR OFFICE USE ONLY)

I, THE ENROLMENT OFFICER, HEREBY CONFIRM THAT I HAVE VERIFIED THE IDENTITY OF THE ABOVE APPLICANT

_____ (Full Signature)

_____ (Print Name)

_____ (date)

AESIGN SUBSCRIBER AGREEMENT CHECKLIST

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5. ENROLMENT PROCEDURE CHECKLIST

1. I, the Enrolment Officer, confirm that the required application has been installed on the Applicant's machine.		
2. I, the Enrolment Officer, acknowledge that the applicant's identity has been verified, using face-to-face verification and reviewing proof of identity.		
3. I, the Enrolment Officer, confirm that the Subscriber Agreement has been signed by the applicant and by myself.		
4. I, the Enrolment Officer, confirm that the Applicant has changed their designated Tokens password and confirm that I am not in possession of that password.		
5. I, the Enrolment Officer, confirm that the Applicant certificate has been downloaded onto the Applicant's token using their token password.		
6. I, the Enrolment Officer, confirm that the required application has been installed on the Applicant's machine.		
7. I, the Enrolment Officer, confirm the enrolment has been completed to standard and complies with all the prescribed formalities and requirements.		

6. APPLICANT SECURITY QUESTIONS (PASSWORD RESET)

1. Applicant's favorite color		
2. Applicant's first car		
3. Applicant's place of birth:		
4. Applicants name of the first company he/she was employed at:		
5. Name of Applicant's first pet:		

7. ENROLMENT OFFICER SIGNATURE (FOR OFFICE USE ONLY)

ENROLMENT OFFICER SIGNATURE	<p>_____ (Full Signature)</p> <p>_____ (Print Name)</p> <p>_____ (date)</p>
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8. APPLICANT SIGNATURE

I, THE APPLICANT, ACKNOWLEDGE THAT THE CONTENT OF THE SUBSCRIBER AGREEMENT WAS EXPLAINED TO ME AND THAT I HAVE PROVIDED MY INFORMATION VOLUNTARILY FOR PROCESSING PURPOSES RELATED TO THE ISSUE OF A DIGITAL CERTIFICATE. I FURTHER CONFIRM THAT MY PASSWORD SELECTED IS PRIVATE AND UNKNOWN TO ANYONE ELSE INCLUDING THE ENROLMENT OFFICER	<p>_____ (Full Signature)</p> <p>_____ (Print Name)</p> <p>_____ (date)</p>
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CUSTOMER VALIDATION INFORMATION REQUIRED:

ENTITY DETAILS:

Company Registered Name:	
Company Trading Name:	
Company Registration Number:	
VAT Number:	
Physical Address:	
Area Code	
Postal Address	

BILLING DETAILS:

Contact- Name and Surname:	
Title and Position:	
Telephone Number: (Office):	
Telephone Number: (Cell/ Direct):	
Fax Number:	
Email:	

By providing LAWtrust with the required personal information as detailed above, you consent to the lawful processing of the personal information by LAWtrust for purposes of validation, enrolment and issuing a digital certificate or any such further purpose which is related or necessary to achieve the abovementioned purpose or comply with legislative requirements.

LAWtrust will take appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of personal information and unlawful access to or processing of personal information.