

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)

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) 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/ 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 digital 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 digital 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, or passphrase to protect such 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 LAWtrust will take appropriate, reasonable technical and organisational measures, as required by the WebTrust requirements, to prevent external or internal compromise of all systems and key material, but 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.

APPLICANT SECTION

2. APPLICANT DETAILS

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

Identity/passport number of applicant

Cell phone 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. I, THE APPLICANT, ACKNOWLEDGE THAT THE CONTENT OF THE SUBSCRIBER AGREEMENT IS UNDERSTOOD BY ME AND THAT I HAVE PROVIDED MY INFORMATION VOLUNTARILY AND TRUTHFULLY FOR PROCESSING PURPOSES RELATED TO THE ISSUE OF A DIGITAL CERTIFICATE. I, THE APPLICANT, FURTHER CONFIRM THAT MY PASSWORD SELECTED IS PRIVATE AND UNKNOWN TO ANYONE ELSE INCLUDING THE ENROLMENT OFFICER.	(full signature) (print name) (date)
ALTRON SECURITY	SIGNINGHUB SUBSCRIBER AGREEMENT for a natural person applying for, accepting and using a <i>digital certificate</i> issued by <i>LAW Trusted Third Party Services (Pty) Ltd (LAWtrust)</i> for the purposes of digital signatures or advanced <i>electronic signatures</i> in terms of the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002
4. VERIFICATION OFFICER SIGNATURE	
I, THE VERIFICATION OFFICER, HEREBY CONFIRM THAT I HAVE VERIFIED THE IDENTITY OF THE ABOVE APPLICANT I FURTHER MORE CONFIRM THAT ALL THE INFORMATION CONTAINED IN THIS FORM, IS TRUE AND ACCURATE.	(full signature) (print name) (date)

