



EV SSL伺服器數位憑證用戶約定條款 COMODO CERTIFICATE SUBSCRIBER AGREEMENT

This Subscriber Agreement is entered into this _____ day of _____, 20____
("Effective Date"), by and between Comodo CA, Ltd. ("Comodo"), a United Kingdom corporation, and
_____ (the "Subscriber" or "you") a _____.

本憑證用戶約定條款由英國公司 Comodo CA, Ltd. (以下稱「Comodo」) 及
_____(中文公司機構名稱) (以下稱「用戶」或「您」)
於 20____年____月____日簽署於_____。

WHEREAS, Subscriber wishes to purchase Certificates in accordance with the terms and conditions set forth in Schedule 1 which is fully incorporated herein.

鑒於，用戶希望依照附件一所規定之條款購買憑證，且該附件全部內容屬本約定條款之一部分。

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

因此，考量到上述，以及其他善意與對等之考量，雙方已獲得充分確認，並同意下列事項：

1. Issuance. Comodo will validate the information provided by Subscriber in its application for a Certificate in accordance with the Comodo CPS. If Comodo accepts the application and can satisfactorily validate the information, Comodo will issue the ordered Certificate(s) to the Subscriber. Comodo may refuse Subscriber's application for any reason.

核發憑證

Comodo 將依照 Comodo 憑證實務作業基準核驗用戶申請憑證時所提供之資訊。若 Comodo 接受申請且同意該憑證資訊，則 Comodo 將核發給用戶所購買之憑證。Comodo 亦得以任何理由拒絕用戶之申請。

2. Multiple Certificates. This Agreement shall apply to multiple future Certificates requests and the resulting Certificate, regardless of then the Certificate is requested or issued.

複數憑證

本約定條款對將來之複數憑證申請及依照該申請所核發之憑證均適用，且無論該憑證已提出申請或已核發。

3. License. Subscriber is granted a revocable, non-exclusive, non-transferable license to use the Certificates issued to Subscriber and any related materials such as manuals and documentation. Certificates are provided for Subscriber's sole use. Subscriber is granted a non-exclusive, non-transferable, and revocable license to use Comodo's EV AUTO-Enhancer and EV Enhancer technology solely in connection with any issued Comodo EV Certificates.

授權

用戶獲得對已核發憑證，以及發給用戶之任何相關資料（例如手冊與文件等）之使用擁有可撤銷、非獨家性且不可轉讓之授權。憑證僅限用戶本人使用。用戶獲得對 Comodo 的 EV AUTO-Enhancer 與 EV Enhancer technology 之使用擁有可撤銷、非獨家性且不可轉讓之授權，但其僅限於已核發 Comodo EV SSL 伺服器憑證之用戶。

4. Fee. Subscriber must pay the amount set forth during the registration process before the Certificate issues. All payments made shall be non-refundable, except that the seller of the Certificate will refund the payment if the Subscriber has not used the Certificate within twenty (20) business days of the issue date and Subscriber has, within this period, made a written request to Comodo for revocation of the Certificate.

費用

用戶必須於憑證核發前支付註冊過程中之費用。且其所有費用均不退還，但若該用戶於核發日起二十個(20)工作日內並未使用憑證，且在此期間以書面向 Comodo 請求撤銷廢止憑證，則憑證實方將退還該款項。

IN WITNESS WHEREOF, Subscriber acknowledges that it has read and accepts the terms and conditions set forth in Schedule 1 and that the parties have caused this Agreement, along with the attached terms and conditions, to be executed by their authorized representatives as of the Effective Date set forth above.

茲證明用戶確認已閱讀並接受附件一所規定之條款，且雙方已於上述生效日由其授權代表簽署本約定條款以及本約定條款所附之條款。

Comodo CA, Ltd.

Subscriber

Address for Notices:
26 Office Village, 3rd Floor
Exchange Quay, Trafford Road
Salford M5 3EQ
United Kingdom

(英文姓名，請與護照相同)

SCHEDULE 1
附件一
TERMS AND CONDITIONS

1. **Definitions and Interpretations.** Unless the context requires otherwise, capitalized terms have the following meanings:
 - 1.1. “Agreement” means the signed agreement between the parties, these terms and conditions, and all documents incorporated herein.
 - 1.2. “Certificate” means a digitally signed electronic data file issued by Comodo to a person or entity seeking to conduct business over a communications network which contains the identity of the person authorized to use the Digital Signature, a copy of their Public Key, a serial number, a time period during which the data file may be used, and a Digital Signature issued by Comodo.
 - 1.3. “Comodo CPS” or “Certificate Practice Statement” means the documents explaining Comodo’s policies and procedures when operating its PKI infrastructure. The CPS may be amended by Comodo in its sole discretion without notice.
 - 1.4. “Confidential Information” means all material, data, systems and other information concerning Comodo’s business operations that is not known to the general public, including (a) information about the software used to perform each parties’ respective obligations hereunder (such as all Private Keys, personal identification numbers and passwords); and (b) information about the technical operations of any of the Comodo services and products offered hereunder.
 - 1.5. “Certificate Beneficiaries” means the Subscriber, the Subject named in the Certificate, any third parties with whom Comodo has entered into a contract for inclusion of its root certificate, and all Relying Parties that actually rely on such Certificate during the period when it is valid.
 - 1.6. “Digital Signature” means an encrypted electronic data file which is attached to or logically associated with other electronic data and which identifies and is uniquely linked to the signatory of the electronic data, is created using the signatory’s Private Key and is linked in a way so as to make any subsequent changes to the electronic data detectable.
 - 1.7. “EV AUTO-Enhancer” means the patent-pending process and software used by Comodo to enable EV functionality on web browsing computers using a modified Apache configuration file or the Comodo developed IIS plug-in.
 - 1.8. “EV Certificate” means a Certificate designed for use with an SSL v3 or TLS v 1.0 enabled web browser that is signed to the Comodo EV root certificate and that complies with the EV Guidelines.
 - 1.9. “EV Enhancer” means the process and software used by Comodo to enable EV functionality on web browsing computers by pointing the web browser on the web browsing computer to a beacon website designed to download and install a new EV root certificate.
 - 1.10. “EV Guidelines” means the official, adopted guidelines governing EV Certificates as established by the CA/Browser Forum that are available online at <http://www.cabforum.org>.
 - 1.11. “Insolvency Event” means a time when a party has ceased to trade, been dissolved, suspended payment of its debts or is unable to meet its debts as they fall due, has become insolvent or gone into liquidation (unless such liquidation is for the purposes of a solvent reconstruction or amalgamation), entered into administration, administrative receivership, receivership, a voluntary arrangement, a scheme of arrangement with creditors or taken any steps for its winding-up.
2. **Use of the Services**
 - 2.1. TrustLogos. Ordered TrustLogos may be displayed by Subscriber on domains that have been issued a Comodo Certificate. When revoking a Certificate, Comodo may also revoke any TrustLogos issued to the same site. TrustLogos may not be modified in any manner. TrustLogo must not be used or displayed in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to Comodo or in a manner that impairs the rights

of Comodo in its trademarks or logos; or represent that Comodo guarantees any non-Comodo products or services. All TrustLogos are the sole property of Comodo.

2.2. Subscriber Obligations. Subscriber warrants that it shall:

- (i) use and access the Certificates only for their intended purpose as set forth in the Comodo CPS;
- (ii) install each issued Certificate only on the servers accessible at the domain name(s) listed on the Certificate and solely for authorized business of the Subscriber;
- (iii) be responsible for any computer or telecommunications hardware or software required to use the Certificate;
- (iv) obtain and keep in force any authorization, permission or license necessary to use the Certificate;
- (v) bind each and every Relying Party to Comodo's Relying Party Agreement as set forth on the Comodo Repository;
- (vi) be responsible for keeping Confidential Information, including Private Keys, confidential and uncompromised and immediately inform Comodo if it believes that Confidential Information is likely to be disclosed or compromised;
- (vii) ensure that all information provided to Comodo will be complete and accurate and will not include any information that would be unlawful, contrary to public interest, or otherwise likely to damage the business or reputation of Comodo if used in any way;
- (viii) immediately inform Comodo if any information provided changes or ceases to be accurate;
- (ix) promptly cease using a Certificate and its associated Private Key, and promptly request revocation of the Certificate, if (a) any information in the Certificate is or becomes incorrect or inaccurate, or (b) there is any actual or suspected misuse or compromise of the Subscriber's Private Key associated with the Certificate;
- (x) promptly cease all use of the Private Key and Certificate upon expiration or revocation of the Certificate;
- (xi) promptly disclose in writing to Comodo anything that constitutes a breach of, or is inconsistent with, any of the obligations or warranties and representations made herein; and
- (xii) use each Certificate in compliance with all applicable laws, including any applicable export laws. Subscriber shall not export or re-export, either directly or indirectly, any Certificate to a country or entity under United Kingdom or United States restrictions. COMODO SHALL NOT BE LIABLE FOR SUBSCRIBER'S VIOLATION OF ANY EXPORT OR IMPORT LAWS.

2.3. Restrictions. Subscriber shall not:

- (i) modify, license, transfer, convey or sublicense the Services except as required for the typical operation of the Certificate or as expressly allowed herein;
- (ii) install and use an issued Certificate until after Subscriber has reviewed and verified the accuracy of the data in the Certificate;
- (iii) use Comodo's services or products to knowingly spread, upload, or distribute in any way, files that may contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- (iv) use Comodo's services or products to transmit, receive, view, or use any information which may be illegal, offensive, abusive, contrary to public morality, indecent, defamatory, obscene or menacing, or which is in breach of confidence, copyright or other intellectual property rights of any third party, cause distress, annoyance, denial of any service, disruption or inconvenience,

send or provide advertising or promotional material or other form of unsolicited bulk correspondence;

- (v) copy or decompile, enhance, adapt or modify or attempt to do the same to the Certificates, Public Keys and Private Keys, or any Digital Signature generated using any Public Key or Private Key, or any documents or manuals relating to the same, without the prior written consent of Comodo; or
- (vi) make any representations regarding the Subscription Service to any third party except as first agreed to in writing by Comodo.

3. **Warranties and Representations.** Subscriber warrants and represents that:

- (i) for EV Certificates, the subject named in the Certificate has exclusive control of the domain(s) name listed in the Certificate;
- (ii) it has full power and authority to enter into the Agreement and to perform all of its obligations under the Agreement;
- (iii) any warranty described in the CPS and provided by Comodo in connection with a Certificate is provided solely for the benefit of Relying Parties. Subscriber shall have no rights with respect to the warranty, including any right to enforce the terms of or make any claim under any such warranty; and
- (iv) for EV Certificates, the individual signing or accepting the Agreement is employed by the Subscriber or an authorized agent representing Subscriber that is expressly authorized by Subscriber to sign the Agreement on behalf of Subscriber.

4. **Revocation.** Comodo may revoke any Certificate issued to Subscriber if Comodo believes that:

- (i) Subscriber requests revocation of its Certificate;
- (ii) Subscriber did not authorize the Certificate and does not retroactively grant authorization;
- (iii) Subscriber has breached the Agreement;
- (iv) the Certificate has been misused;
- (v) there has been a disclosure of or loss of control over Confidential Information;
- (vi) the Services are being used contrary to law, rule or regulation or to, directly or indirectly, engage in illegal or fraudulent activity;
- (vii) any information in the Certificate is or becomes inaccurate or misleading or, for EV Certificates, Subscriber loses exclusive control over a domain name listed in the Certificate;
- (viii) the Certificate was not issued or used in accordance with Comodo's CPS, industry standards, or, for EV Certificates, the EV Guidelines;
- (ix) Comodo has ceased operations or is not longer allowed to issue the Certificate and has not arranged for another certificate authority to provide revocation support for the Certificate;
- (x) the Subscriber is added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of Comodo's jurisdiction of operation;
- (xi) the Certificate was issued to publishers of malicious software;
- (xii) the CPS authorizes revocation of the Certificate; or
- (xiii) the Certificate, if not revoked, will compromise the trust status of Comodo.

After revocation of the Certificate, Comodo may, in its sole discretion, reissue the Certificate

to Subscriber or terminate the Agreement.

5. Confidentiality

- 5.1. Neither party shall use any Confidential Information other than for the purpose of performing its obligations under this Agreement or as otherwise permitted herein. All uses of Confidential Information provided by Subscriber, except as otherwise provided herein, are subject to the Comodo privacy policy as set forth on the Comodo Repository.
- 5.2. Each party shall ensure that any person to whom Confidential Information is disclosed by it complies with the restrictions set out in this section as if such person were a party to the Agreement.
- 5.3. Notwithstanding the previous provisions of this section, either party may disclose Confidential Information if and to the extent required by law, for the purpose of any judicial proceedings or any securities exchange or regulatory or governmental body to which that party is subject, wherever situated, whether or not the requirement for information has the force of law, and if and to the extent the information has come into the public domain through no fault of that party. Should a party be required to disclose Confidential Information pursuant to this section, the party shall promptly give notice of such requirement to the other party prior to disclosing the Confidential Information.
- 5.4. The restrictions contained in this section shall continue to apply to each party for the duration of the Agreement and for the period of 5 years following the termination of the Agreement.

6. Privacy

- 6.1. Comodo's use of private information is governed by the terms of its privacy policy which is available at http://www.comodo.com/repository/privacy_agreement.html. Subscriber must periodically review this website, as Comodo may revise the privacy policy at any time.
- 6.2. Some or all of the information provided to Comodo will be embedded in the issued Certificates. Subscriber consents to the disclosure of this information to the extent necessary to issue the Certificate. Comodo may examine, evaluate, process and transmit to third parties located outside the European Union the information provided by Subscriber insofar as is reasonably necessary for Comodo to provide the Certificates.
- 6.3. As a subscriber, you are given the opportunity to 'opt-out' of having information used for purposes not directly related to the Services ordered. This application notifies you that you may 'opt out' by emailing a clear notice to optout@comodo.com. By clicking on the "I ACCEPT" button below, you affirmatively consent to receiving, and will receive, marketing material.
- 6.4. Although Comodo has taken steps to reduce risk by building systems with high levels of security to ensure the privacy of all transaction data and the safe transmission of credit card information, risks remain due to factors beyond the reasonable control of Comodo. Your use of the Services is subject to those risks which you agree to bear.

7. Intellectual Property Rights

- 7.1. The Services are being licensed only. Regardless of any use, distribution, or modification by Subscriber. Comodo shall retain all title, interest, and ownership rights in:
 - (i) the Services, including all techniques and ideas embedded therein,
 - (ii) all copies or derivative works of the Services, regardless of who produced, requested, or suggested the copy or derivative work,
 - (iii) all documentation and materials provided by Comodo to Subscriber, and
 - (iv) all of Comodo's copyrights, patent rights, trade secret rights and other proprietary rights.
- 7.2. The Subscriber may not use the Comodo name, brand, trademarks, service marks, logos, or any other intellectual property in any way except with Comodo's prior written consent.

- 7.3. The Services may not be used to post or make accessible any material that infringes the copyright of a third party. If Comodo reasonably believes that the Services are being used in such a manner, Comodo may terminate the Agreement or restrict access to the services.
- 7.4. EV AUTO-Enhancer™ for Windows uses Microsoft Detours Professional 2.1. Detours is Copyright 1995-2004, Microsoft Corporation. Portions of the Detours package may be covered by patents owned by Microsoft corporation.

Microsoft, MS-DOS, Windows, Windows NT, Windows 2000, Windows XP, and DirectX are registered trademarks or trademarks of Microsoft Corporation in the U.S. and other countries.

8. **Indemnification.** Subscriber shall defend, indemnify, and hold harmless Comodo, its officers, directors, employees, and agents from and against any claims, costs, damages, expenses, losses, legal proceedings, or other liabilities (including, without limitation, reasonable attorneys' fees) which are brought or threatened against Comodo by any third party as a result of:
- (i) Subscriber's negligence or willful misconduct,
 - (ii) Subscriber's breach of the Agreement,
 - (iii) Subscriber's failure to protect Confidential Information;
 - (iv) Subscriber's infringement of the intellectual property rights of a third party, or
 - (v) Subscriber's failure to disclose a material fact related to the use or issuance of a Certificate.

When Comodo is threatened with suit or sued by a third party, Comodo may seek written assurances from you concerning your promise to indemnify Comodo. Failure to provide assurance is a material breach of the Agreement. Comodo shall have the right to participate in any defense by Subscriber of a third-party claim related to the Services, with counsel of Comodo's choice at Subscriber's expense. Subscriber must receive Comodo's prior written consent regarding any related settlement.

9. **Exclusion of Warranties.** THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. COMODO DOES NOT WARRANT THAT ANY PART OF THE SERVICES WILL (I) MEET SUBSCRIBER'S REQUIREMENTS, OR (II) BE FREE FROM INACCURACIES, MISTAKES, DELAYS, INTERRUPTIONS OR TYPOGRAPHICAL ERRORS.

10. Term and Termination

- 10.1. Term. The Agreement shall commence on the Effective Date and shall continue for as long as a Certificate issued under the Agreement is valid unless otherwise terminated earlier as allowed herein.
- 10.2. Termination. Either party may terminate the Agreement for convenience by providing to the other twenty (20) business days' written notice. The Agreement may also be terminated:
- (i) immediately by Comodo, if Subscriber commits a material breach of the Agreement,
 - (ii) by either party if an Insolvency Event occurs to the other party or the other party ceases to carry on its business;
 - (iii) immediately by Comodo, if a Certificate is revoked as allowed herein or if Comodo is unable to validate any of the information provided by the Subscriber in accordance with its CPS; or
 - (iv) upon reasonable notice by Comodo, if industry standards change in a way that materially affects the validity of the Certificates ordered by Subscriber.
- 10.3. Events Upon Termination. If the Agreement is terminated, Comodo may revoke the Subscriber's Certificate(s) without further notice to the Subscriber, and Subscriber shall pay any amounts due

under the Agreement. Comodo is not obligated to refund any payment made by Subscriber upon termination of this Agreement.

11. Limitation of Liability

- 11.1. Nothing in the Agreement or herein shall exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or for any statements made fraudulently by either party.
- 11.2. SUBJECT TO CLAUSE 11.1, COMODO'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OR RELATED TO THE AGREEMENT, UNDER ANY THEORY OR CLAIM, SHALL BE LIMITED TO THE AMOUNT PAID BY SUBSCRIBER FOR THE SERVICES REGARDLESS OF THE TYPE, AMOUNT, OR EXTENT OF ANY ACTUAL DAMAGES SUFFERED. COMODO SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, OPPORTUNITIES, REVENUE, SAVINGS, GOODWILL, OR USE OR POSSESSION OF DATA, EVEN IF COMODO WAS AWARE OF THE POSSIBILITY OR THE EXISTANCE OF SUCH DAMAGES. THE LIMITATIONS ON LIABILITY PROVIDED HEREIN SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY LAW. COMODO SHALL NOT BE LIABLE TO THE SUBSCRIBER FOR ANY LOSS SUFFERED BY THE SUBSCRIBER DUE TO USE OF THE SERVICES OUTSIDE THE NORMAL AND INTENDED USE
- 11.3. CERTIFICATE WARRANTIES ARE PROVIDED SOLELY FOR RELYING PARTIES AND ARE NOT AVAILABLE TO SUBSCRIBER.
- 11.4. Except for indemnification and confidentiality obligations, neither party may bring any action, regardless of form, arising out of or relating to the Agreement more than one (1) year after the cause of action has occurred.
- 11.5. Subscriber's sole remedy for a defective Certificate shall be to have Comodo, through commercially reasonable efforts, correct or cure any reproducible defect in the Certificate by issuing corrected instructions, a restriction, or bypass. In the event that Comodo is unable or unwilling to correct or cure a deformity, defect, or error with a Certificate, Subscriber's sole remedy shall be a refund of any amount paid for the non-conforming or defective Certificate, provided that the Subscriber has provided prompt notice to Comodo of any nonconformity or defect upon its discovery. If Subscriber has made any changes whatsoever to the Certificate, has mis-used damaged, altered, or modified the Certificate in any manner, or fails to provide prompt notice of the defect to Comodo, then Comodo shall not be obligated to provide any correction, cure, or solution to the Subscriber.

12. Miscellaneous

- 12.1. Force Majeure. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from any event not under the reasonable control of that party. The parties agree that the availability of the Internet and connections made through the Internet are not within the reasonable control of either party.
- 12.2. Entire Agreement. The Agreement and all other documents referred to herein shall constitute the entire agreement between the parties and shall supersede any other existing agreements between them, whether oral or written, with respect to the subject matter hereof. There are no oral understandings or undertakings of any kind.
- 12.3. Amendments. Except as otherwise provided herein, Comodo may revise this Agreement at any time in its sole discretion. Any revisions or change will be effective upon the earlier of the posting of the changes or revisions to the Repository or upon notification to the Subscriber of the change. Subscriber shall periodically review the Repository in order to be aware of any changes. Subscriber may terminate the Agreement in accordance with Section 10 if Subscriber does not agree to any changes made. By continuing to use the Subscription Service or any Certificate issued under the Agreement, Subscriber accepts any changes made and will be bound by such changes.
- 12.4. Waivers. The waiver by either party of a breach or default of any of the provisions of the Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself

of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

- 12.5. Notices. All notices shall be in writing and in English. Notices shall be made by first class mail, return receipt requested, sent to the addresses listed in the Agreement. Notices may be sent facsimile transmission provided that all facsimile transmissions are confirmed within 12 hours by a first-class mailed copy of the facsimile transmission. Correctly addressed notices sent by first-class

mail shall be deemed to have been delivered 48 hours after posting and correctly directed facsimile transmissions shall be deemed to have been received 12 hours after dispatch.

- 12.6. Severability. If any provision of the Agreement is determined to be invalid or unenforceable under any applicable statute or rule of law, then the provision shall be reformed to the minimum extent necessary to cause the provision to be valid and enforceable. If reformation is not possible, then the provision shall be deemed omitted and the balance of the Agreement shall remain valid and enforceable
- 12.7. Survival. All provisions of the Agreement relating to confidentiality (Section 5), proprietary rights (Section 7), indemnification (Section 8), disclaimer of warranties (section 9), and limitations of liability (Section 11) shall survive the termination of the Agreement.
- 12.8. Assignment. The Subscriber may not assign or transfer any right or obligation under the Agreement without first obtaining Comodo's written consent. Comodo may assign this Agreement in its sole discretion.
- 12.9. Governing Law and Jurisdiction. The Agreement shall be interpreted and construed under the laws of England and Wales without regard to any conflicts of law principles. All claims or legal action must be commenced in the courts of England and Wales. Both parties hereby submit to the non-exclusive jurisdiction of such courts. The parties expressly opt-out from the applicability of any state's version of the Uniform Computer Information Transactions Act ("UCITA").
- 12.10. Rights of Third Parties. For EV Certificates, the Certificate Beneficiaries are express third party beneficiaries of the Subscriber's obligations contained herein. Except for the Certificate Beneficiaries for EV Certificates, there are no third party beneficiaries under this Agreement.