

NIFT PUBLIC CERTIFICATION SERVICES

GLOBAL SERVER ID END USER SUBSCRIBER AGREEMENT

YOUR ISP, INTERNET SERVICE PROVIDER, SYSTEMS INTEGRATOR, OR TECHNOLOGY CONSULTANT (“ISP”) HAS APPLIED FOR AN NIFT GLOBAL SERVER ID/ CERTIFICATE (“GLOBAL SERVER ID”) ON YOUR BEHALF, WHICH YOUR ISP WILL USE TO PROVIDE CERTAIN SECURITY FOR YOUR WEBSITE. BY ALLOWING YOUR ISP TO USE THIS GLOBAL SERVER ID, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS GLOBAL SERVER ID END USER SUBSCRIBER (“SUBSCRIBER AGREEMENT”). IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, PLEASE CONTACT NATIONAL INSTITUTIONAL FACILITATION TECHNOLOGIES PVT. LTD. (“NIFT”) IMMEDIATELY AT +9221 111-112-222 AND NIFT WILL REVOKE YOUR GLOBAL SERVER ID.

THIS SUBSCRIBER AGREEMENT will become effective on the date you have notice of its contents. By not notifying NIFT to the contrary, you are expressing your agreement to the terms of this Subscriber Agreement. NIFT’s Public Certification Services are governed by NIFT’s Certification Practice Statement (the “NIFT CPS”) as amended from time to time, which is incorporated by reference into this Subscriber Agreement. The NIFT CPS is published on the Internet in NIFT’s repository at <https://www.niftetrust.com/repository> and <ftp://ftp.niftetrust.com/repository/CPS> and is available via E-mail from: CPS-requests@niftetrust.com. Amendments to the CPS are also posted in NIFT’s repository at <https://www.niftetrust.com/repository/updates>.

YOU AGREE TO USE THE SERVER ID AND ANY RELATED ISSUING AUTHORITY (“IA”) SERVICES ONLY IN ACCORDANCE WITH THE NIFT CPS. YOU AGREE TO SPECIFICALLY ABIDE BY THE TERMS OF NIFT’S RELYING PARTY AGREEMENT (“RPA”) AND NIFT CPS SECTION 8 INCLUSIVE OF ALL RIGHTS, LIABILITIES, WAIVERS, WARRANTIES, DISCLAIMERS, LIMITS OF LIABILITY, ARBITRATION CLAUSES, AND INDEMNITIES CONTAINED THEREIN WHEN RELYING UPON ANY GLOBAL SERVER ID OR OTHER CERTIFICATE ISSUED BY AN IA.

The RPA is posted in NIFT’s repository at <https://www.niftetrust.com/repository/RPA>. In addition to the CPS and RPA, you agree to the Sections here-in-below.

Additional Terms and Conditions.

- 1. Authorization.** You represent that your ISP is authorized, as your agent, to apply for, accept, install maintain, and if necessary, initiate revocation of your Global Server ID, all on your behalf.
- 2. Fees and Issuance.** Your ISP shall pay all applicable fees for your Global Server ID under this Subscriber Agreement within thirty (30) days from the date the IA issues you an invoice (the “Due Date”).
- 3. VeriSign Export Licenses.** VeriSign is licensed to issue Global Server IDs, subject to the terms of VeriSign’s export license agreements with the U.S. Department of Commerce, Bureau of Export Administration (“License”). NIFT shall retain the right, at its sole discretion, to approve your Application, subject to the terms of a License.
- 4. Global Server ID.** The Export Commodity Control Number for your Global Server ID is **5D002**. A Global Server ID enables you to negotiate SSL or TLS sessions using 128-bit RC4 or IDEA, 56 bit DES, two-key Triple-DES encryption, or such other encryption that the U.S. Department of Commerce may permit for export in the future.
- 5. Qualified Applicant.** You represent that you are eligible to receive favorable treatment under current U.S. encryption export control policy for the export of Global Server IDs.

6. Geographical Restrictions. You shall not be located in nor use your Global Server ID in Afghanistan (Taliban-controlled areas), Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria, and any other countries where such use is prohibited under U.S. export control regulations, under the terms of this Agreement.

7. Use Restrictions.

7.1 Software Platform Restrictions. You and your ISP must use a Global Server ID software platform ("Software") listed on the enrollment form in order to enable an SSL or TLS session with your Global Server ID. If the Software is not specifically listed on the enrollment form and it is produced or sold by a United States entity ("Entity"), you and your ISP are responsible for ensuring that the Entity has obtained an export license or classification that permits the Entity to export the Software from the United States before you install your Global Server ID on it.

7.2 Single Use Only. You and your ISP are prohibited from using your Global Server ID (i) for or on behalf of any other organization, (ii) to perform private or public key operations in connection with any domain name and/or organization name other than the domain name and/or organization name submitted by your ISP during enrollment, or (iii) on more than one server at a time.

7.3 Revocation. If your organizational name and/or domain name registration change, you must immediately notify NIFT, and NIFT shall revoke your Global Server ID. NIFT retains the right to revoke your Global Server ID if your ISP does not pay all applicable fees within fifteen (15) days after the Due Date. NIFT also retains the right to revoke your Global Server ID if you fail to perform any of your material obligations under the terms and conditions of the Secure Site Program where the Secure Site Seal has been installed by you. NIFT retains the right to revoke your Global Server ID, if in NIFT's sole discretion, NIFT determines that your use of your Global Server ID materially compromises the security or integrity of NIFT's Public Certification Services.

7.4 Obligations upon Revocation or Expiration. Upon expiration or notice of revocation of your Global Server ID, you shall ensure that your ISP permanently removes your Global Server ID from the server on which it is installed and shall not use it for any purpose thereafter.

8. Additional Representations. By submitting this Subscriber Agreement (and Application) you represent that the following statements are true and warrant that such statements will be true during the term of this Subscriber Agreement.

8.1 This Subscriber Agreement and the Application has been reviewed by a responsible official or representative empowered and authorized by the organization named in the Application (the "Organization") to acknowledge that the conditions set forth in this Subscriber Agreement (and Application) have been, or will be, met in full by the Organization.

8.2 The Organization is eligible to obtain and utilize a Global Server ID in a manner consistent with all applicable export control laws and regulations of the United States.

8.3 You shall operate your computer systems on which you installed your Global Server ID ("Server") under your Effective Control. "Effective Control" means your ISP:

- 1) has access to all transaction data that may be transmitted over the Server, and you and your ISP prepared to disclose data to a government agency in the jurisdiction where the Server is operated pursuant to a duly authorized warrant or court order or other lawful authority and;
- 2) has authority to modify or control the Server, including the ability to disable your Global Server ID in the event that the IA is entitled by contract, or required by law, to terminate this Subscriber Agreement, which governs use of your Global Server ID.

8.4 you will independently assess the appropriateness of the use of a Global Server ID for any given purpose and determine that the Global Server ID will, in fact, be used for an appropriate purpose. You

agree that you will not rely on a Global Server ID unless the use of the Global Server ID is appropriate.

8.5 you shall utilize the appropriate software and/or hardware to perform digital signature verification or other cryptographic operations you wish to perform, as a condition of relying on a Global Server ID in connection with each such operation. You agree that you will not rely on a Global Server ID unless these verification procedures are successful.

8.6 you warrant and agree that a Global Server ID issued by NIFT, VeriSign or any of their Affiliates in this Agreement and in any other agreement with NIFT, VeriSign or their Affiliates correspond to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and upon the issuance of a Global Server ID, the Customers, Subscribers, and Relying Parties agree to NIFT CPS, and waive any right to raise any objection to the compliance of the Global Server ID with the definition of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002.

8.7 you warrant and agree that the allocation of Intellectual Property Rights among NIFT Subdomain Participants other than Subscribers and Relying Parties is governed by the applicable agreements among such NIFT Subdomain Participants. All title and copyrights in and to any Software provided by NIFT (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Software), the accompanying printed materials, and any copies of the Software, are owned by NIFT (licensed by VeriSign who owns all property in the Software) or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of such Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties.

8.9 You shall request that your ISP revoke your Global Server if, at any time, you no longer meet the definition of a Qualified Applicant.

9. Non-Qualified Applicants. If you are not a Qualified Applicant as defined in Section 5, you may still be eligible for acquisition and use of a Global Server ID. Organizations may acquire and use a Global Server ID to the extent permitted under individually-approved export license arrangements.

10. AS STATED IN THE NIFT CPS, THE IA PROVIDES LIMITED WARRANTIES, DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, LIMITS LIABILITY, AND EXCLUDES ALL LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES AS STATED IN THE CPS. SEE THE CPS FOR IMPORTANT DETAILS.

11. Notwithstanding section 31 of the Electronic Transactions Ordinance 2002, any document or electronic message or service or Server ID or Certificate mentioned in this Agreement issued through electronic means shall be deemed to be a document, electronic message or service or Certificate for the purposes of the Electronic Transactions Ordinance, 2002 and all references to such document, electronic message or service or Server ID or Certificate in this Agreement shall attract all the protections and exemptions provided for in the Electronic Transaction Ordinance 2002. Moreover, all Server IDs, Certificates, services and means to provide the same by NIFT, VeriSign and any non-NIFT CAs or RAs shall also attract all the privileges, protections and rights of the Electronic Transactions Ordinance, 2002.

12. Notwithstanding anything in this Agreement of any related Agreement, NIFT does not provide any basic/international telephony service, wireless telegraphy apparatus, network termination point, public switched network, telecommunication service, telecommunication equipment, terminal equipment or telecommunication systems as defined in the Pakistan Telecommunication (Re-organization) Act, No.XVII of 1996 and provides its services under the protections, privileges and rights of the Electronic Transactions Ordinance, 2002.