 PERURI CA	PERURI CA – PRIVACY POLICY	No. : 006/KRC/KBJ/Subscriber/I /2019
		Version : 1.3
		Classification : Restricted
	SBU DIGITAL SECURITY	Page : 1 of 6

CERTIFICATE SUBSCRIBER AGREEMENT

Updated October 2, 2019

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING. THE PURPOSE OF A DIGITAL CERTIFICATE IS TO BIND YOUR IDENTITY TO A PUBLIC-PRIVATE KEY PAIR. BY OBTAINING OR USING A CERTIFICATE ISSUED BY PERURI CA, YOU AGREE TO:

- REVIEW THE INFORMATION CONTAINED IN THE CERTIFICATE (NAME, EMAIL ADDRESS, AND ORGANIZATIONAL AFFILIATION),
- NOTIFY PERURI CA IF YOUR INFORMATION IS INCORRECT, BECOMES INCORRECT, OR IF YOU BELIEVE THAT YOUR CERTIFICATE IS NO LONGER A RELIABLE INDICATION THAT YOU POSSESS SOLE CONTROL OF THE PRIVATE KEY,
- THE FOLLOWING COMPLETE TERMS AND CONDITIONS.


YOU MUST CHECK “I AGREE” BELOW TO ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO IT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT CONTINUE. IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE E-MAIL PERURI CA AT ADMIN.CA@PERURI.CO.ID

This digital certificate subscriber agreement (“**Agreement**”) is between Peruri CA (“**Peruri CA**”) and you, the individual applying for a Certificate (“**You**”). A Glossary of Terms appears at the bottom of this Agreement.

You and Peruri CA agree as follows:

1. YOUR OBLIGATIONS

- 1.1. Information. You shall, at all times, provide accurate, complete, and true information to Peruri CA. If any information provided to Peruri CA changes or becomes misleading or inaccurate, then You shall promptly update the information. If any information included in an issued Certificate becomes inaccurate or misleading, You shall promptly cease using it and request revocation of the Certificate. You shall not install or use a Certificate until after You have reviewed and verified the accuracy of the data included in the Certificate.
- 1.2. Use. You are responsible for your use of the Certificate and all equipment and software required to use the Certificate. You shall use Certificates in compliance with any applicable laws and policies (including applicable Certificate Policies / Practice Statements, which are incorporated by reference within the Certificate). You shall promptly notify Peruri CA if You become aware of a breach of this Agreement. You are solely responsible for obtaining and maintaining any

 PERURI CA	PERURI CA – PRIVACY POLICY	No. : 006/KRC/KBJ/Subscriber/I /2019
		Version : 1.3
	SBU DIGITAL SECURITY	Classification : Restricted
		Page : 2 of 6

additional authorizations or licenses necessary to use the Certificate for any specific or particular purpose.

1.3. Restrictions. You shall not use your Certificate to:


- (i) operate nuclear power facilities, air traffic control systems, aircraft navigation systems, weapons control systems, or any other system requiring failsafe operation whose failure could lead to injury, death or environmental damage;
- (ii) send, upload, distribute or deliver unsolicited bulk correspondence, malicious code, code that is downloaded without a user’s consent, or any files or software that may damage the operation of another’s computer;
- (iii) make misrepresentations about your Certificate, yourself, or your affiliation with any entity, or breach the confidence of a third party;
- (iv) modify, sub license, reverse-engineer, or create a derivative work of any Certificate or take any action to attack or attempt to disrupt the trustworthy operation of any Public Key Infrastructure in which your Key Pair or Certificate participates; or
- (v) act in a manner that could reasonably result in a civil or criminal action being taken against You, your sponsor, or Peruri CA.

2. CERTIFICATE GENERATION AND USE

2.1. Verification. Peruri CA verifies certificate information with your sponsor in accordance with Peruri CA’s Certification Practices Statement (CPS) and applicable industry guidelines. Verification is subject to Peruri CA’s sole satisfaction, and Peruri CA may refuse to issue a Certificate for any reason. Peruri CA is not required to provide a reason for the refusal.

2.2. Certificate License. Effective immediately after issuance and continuing until the Certificate either expires or is revoked, Peruri CA grants You a revocable, non-exclusive, non-transferable license to use the Certificate, for the benefit of the subject identified therein, and in connection with properly licensed and operating cryptographic software, to: (i) create Digital Signatures, (ii) encrypt and decrypt communications, and (iii) perform other Public Key or Private Key operations. You are solely responsible for any failure to renew or replace a Certificate prior to its expiration.

2.3. Certificate Revocation and Termination. Peruri CA may revoke a Certificate for the reasons stated in the CPS, including if Peruri CA believes revocation is necessary to protect its reputation or business. You shall promptly cease using the Certificate and corresponding Private Key (except to decrypt previously encrypted communications) upon: (i) revocation of the Certificate, (ii)

 PERURI CA	PERURI CA – PRIVACY POLICY	No. : 006/KRC/KBJ/Subscriber/I /2019
		Version : 1.3
SBU DIGITAL SECURITY		Classification : Restricted
		Page : 3 of 6

termination of this Agreement, or (iii) the date when the allowed usage period for the corresponding Private Key expires.

3. INTELLECTUAL PROPERTY AND INFORMATION


- 3.1. Ownership. Peruri CA retains sole ownership in (i) any Certificates it issues, (ii) all Peruri CA trademarks, copyrights, and other intellectual property rights, (iii) any information collected by Peruri CA, and (iv) any derivative works of the Certificates, regardless of who suggested or requested the derivative work.
- 3.2. Publication of Certificate. Your consent to (i) Peruri CA’s public disclosure of information embedded in an issued Certificate, and (ii) Peruri CA’s transfer of your personal information to Peruri CA’s servers, which are located in Indonesia.
- 3.3. Storage and Use of Information. Peruri CA shall follow the privacy policy posted on its website when receiving and using information from You. Peruri CA may modify the privacy policy in its sole discretion.

4. TERM AND TERMINATION

- 4.1. Term. This Agreement is effective upon your acceptance and lasts until the earlier of (i) the expiration date of the corresponding Certificate or (ii) the termination of this Agreement by a party as allowed herein.
- 4.2. Termination. You may terminate this Agreement for convenience by providing 30 days prior notice to Peruri CA. Peruri CA may immediately terminate this Agreement if (i) You materially breach this Agreement, (ii) Peruri CA cannot satisfactorily verify your information, , or (iii) if industry standards or regulations change in a way that affects the validity of issued Certificates. Upon termination, Peruri CA may revoke any Certificates issued under this Agreement.
- 4.3. Survival. All provisions of this Agreement related to proprietary rights (Section 3.1), disclaimer of warranties and limitations on liability (Section 5), and the miscellaneous provisions (Section 6) survive the termination of the Agreement and continue in full force and effect.

5. DISCLAIMERS AND LIMITATIONS ON LIABILITY


- 5.1. Remedy. Your sole remedy for a defect in a Certificate is to have Peruri CA use reasonable efforts to correct the defect. Peruri CA is not obligated to correct a defect if (i) the Certificate was misused, damaged, or modified, (ii) You did not promptly report the defect to Peruri CA, or (iii) You breached any provision of this agreement.

 PERURI CA	PERURI CA – PRIVACY POLICY	No. : 006/KRC/KBJ/Subscriber/I /2019
		Version : 1.3
SBU DIGITAL SECURITY		Classification : Restricted
		Page : 4 of 6

- 5.2. Warranty Disclaimers. ALL PERURI CA PRODUCTS AND SERVICES, INCLUDING CERTIFICATES, ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, PERURI CA DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. PERURI CA DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS OR THAT ACCESS TO PRODUCTS OR SERVICES WILL BE TIMELY OR ERROR-FREE. Peruri CA does not guarantee the availability of any products or services and may modify or discontinue a certificate-related offering at any time.
- 5.3. Limitation on Liability. EXCEPT AS PROVIDED UNDER SECTION 5.5, YOU WAIVE ALL LIABILITY OF PERURI CA, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS, AND AGENTS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT. YOU ALSO WAIVE ALL LIABILITY FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR A CERTIFICATE, INCLUDING ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS WAIVER APPLIES EVEN IF PERURI CA IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.4. Force Majeure and Internet Frailties. Neither party is liable for any failure or delay in performing its obligations under this Agreement to the extent that the circumstances causing such failure or delay are beyond a party's reasonably control. Certificates are subject to the operation and telecommunication infrastructures of the Internet and the operation of your Internet connection services, all of which are beyond Peruri CA's control.
- 5.5. Applicability. The limitations and waivers in this section 5 apply only to the maximum extent permitted by law and apply regardless of (i) the reason for or nature of the liability, including tort claims, (ii) the number of any claims, (iii) the extent or nature of the damages, or (iv) whether any other provisions of this Agreement have been breached or proven ineffective.
- 5.6. Limitation on Actions. Each party shall commence any claim and action arising from this Agreement within one year from the occurrence of events giving rise to a cause of action. Each party waives its right to any claim that is commenced more than one year from the first date on which the cause of action accrued.

6. MISCELLANEOUS


- 6.1. Liability for Breach. You are liable for any claims (including damages, costs, and defense expenses) that are brought by third parties against Peruri CA, its agents and assigns, that are caused by your intentional or grossly negligent breach of this Agreement, including claims related to the unauthorized use of your Private Key, unless prior to such unauthorized use You have appropriately notified Peruri CA and requested revocation of the Certificate.

 PERURI CA	PERURI CA – PRIVACY POLICY	No. : 006/KRC/KBJ/Subscriber/I /2019
		Version : 1.3
SBU DIGITAL SECURITY		Classification : Restricted
		Page : 5 of 6

- 6.2. Conflict Resolution. All provisions for governing law, jurisdiction, and venue for any arbitration, mediation, or other conflict dispute resolution process shall be as specified in the Certificate Policy and such provisions shall apply equally to this Agreement.
- 6.3. Independent Contractors. Neither party has the power to bind or obligate the other. Each party is responsible for its own expenses.
- 6.4. Amendments. Peruri CA may amend any of its website and any documents listed thereon, including its CPS and privacy policy, provided that such amendments are adopted and implemented in accordance with the standard industry practices. Your use of a Certificate after the effective date of an amendment posted to the website constitutes your acceptance of the amendment.
- 6.5. Waiver. A party's failure to enforce or delay in enforcing a provision of this Agreement does not waive (i) the party's right to enforce the same provision later or (ii) the party's right to enforce any other provision of the Agreement. A waiver is only effective if in writing and signed by the party against whom the waiver is claimed.
- 6.6. Notices. Unless otherwise specified in the MPKI Agreement: You shall send all notices in English by first class mail with return receipt request to Peruri CA; Peruri CA shall send notices to You using the email address provided during the Certificate application process. Notices to Peruri CA are effective when received; notices to You are effective when sent.
- 6.7. Assignment. You may not assign Your rights or obligations under this Agreement without the prior written consent of Peruri CA. Any transfer without consent is void and a material breach of this Agreement. Peruri CA may assign its rights and obligations without your consent.
- 6.8. Severability. The invalidity or unenforceability of a provision under this Agreement, as determined by an arbitrator, court, or administrative body of competent jurisdiction, does not affect the validity or enforceability of the remainder of this Agreement. The parties shall substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves the same economic, legal, and commercial objectives as the invalid or unenforceable provision.
- 6.9. Interpretation. The definitive version of this Agreement is written in English. If this Agreement is translated into another language and there is a conflict between the English version and the translated version, the English language version controls. Section headings are for reference and convenience only and are not part of the interpretation of this Agreement.

7. GLOSSARY OF TERMS

"Application Software Vendor" means a software developer that displays or uses Certificates and distributes root certificates

 PERURI CA	PERURI CA – PRIVACY POLICY	No. : 006/KRC/KBJ/Subscriber/I /2019
		Version : 1.3
SBU DIGITAL SECURITY		Classification : Restricted
		Page : 6 of 6

“**Certificate**” means a digitally signed electronic data file issued by Peruri CA to a person in order to confirm the identity of that person as possessing the Private Key that corresponds to the Public Key contained in the certificate.

“**Certificate Beneficiaries**” means any Application Software Vendor.

“**CPS**” refers to Peruri CA’s written statements of the policies and procedures used to operate its Public Key infrastructure. Peruri CA’s CPS documents are available at <http://www.peruri.co.id/ca/legal-repository>.

“**Digital Signature**” means an encrypted electronic data file which is attached to or logically associated with other electronic data and which (i) identifies and is uniquely linked to the signatory of the electronic data, (ii) is created using means that the signatory can maintain under its sole control, and (iii) is linked in a way so as to make any subsequent changes that have been made to the electronic data detectable.

“**Key Pair**” means two mathematically related cryptographic keys—a Private Key and a Public Key.

“**Private Key**” means the key that is kept secret by Peruri CA that is used to create Digital Signatures and/or decrypt electronic records or files that were encrypted with the corresponding Public Key.

“**Public Key**” means your publically disclosed key that is contained in your Certificate and corresponds to the secret Private Key that You use. The Public Key is used by Relying Parties to verify Digital Signatures created by the Private Key and/or to encrypt messages so that they can only be decrypted by Peruri CA using the corresponding Private Key.

8. ACCEPTANCE

BY CHECKING “I AGREE”, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU AGREE TO COMPLY WITH ITS TERMS. DO NOT CHECK “I AGREE” AND DO NOT PROCEED IF YOU DO NOT ACCEPT THIS AGREEMENT.

I AGREE TO THE PERURI CA SUBSCRIBER AGREEMENT
