

## **My Credential™ for Acrobat® Enrollment and Subscriber Agreement**

Please read the following agreement carefully. By applying for a My Credential™ for Adobe® Acrobat® CDS Certificate and accepting and using such CDS Certificate, you indicate acceptance of the following terms and conditions and you agree to be bound by them.

This My Credential for Acrobat Enrollment and Subscriber Agreement (this "Agreement") is made by and between GeoTrust, Inc. ("GeoTrust") and you, a CDS Certificate applicant and governs your application for, issuance and use of a Certified Document Services ("CDS") Certificate either for your own personal use or for your use in your role in affiliation with an Organization. If you are applying for a CDS Certificate in affiliation with an Organization by accepting this Agreement you with represent that you have authority to apply for and use a CDS Certificate in you capacity as a representative of the Organization.

### **1. Definitions.**

“Adobe” means Adobe Systems Incorporated.

"CDS Certificate" means a signing certificate issued by GeoTrust for the purposes of digitally signing Adobe Acrobat documents.

"Certification Authority" means an entity which issues CDS Certificates and performs certain functions associated with issuing such CDS Certificates.

“Compromise” means reasonable suspicion or actual unauthorized disclosure, loss, loss of control over, or use of a Private Key associated with a CDS Certificate.

"Digital Signature" means a transformation of a message using an asymmetric cryptosystem such that a person having the initial message and the signer's Public Key can accurately determine whether the transformation was created using the Private Key that corresponds to the signer's Public Key and whether the message has been altered since the transformation was made.

"Key Pair" means two mathematically related keys, having the following properties: (a) one key can be used to encrypt a message that can only be decrypted using the other key, and (b) even knowing one key, it is computationally infeasible to discover the other key.

“Organization” means a legally recognized company, enterprise or governmental agency with which Subscriber has an affiliation.

"Public Key" means the key of a Key Pair used to verify a Digital Signature. The Public Key is made freely available to anyone who will receive digitally signed messages from the holder of the Key Pair. The Public Key is usually provided via the CDS Certificate issued by GeoTrust. A Public Key is used to verify the Digital Signature of a message purportedly sent by the holder of the corresponding Private Key.

"Private Key" means the key of a Key Pair used to create a Digital Signature. This key must be kept private.

"Subscriber" means a person who (a) is the subject named or identified in a CDS Certificate issued to such person, (b) holds a Private Key that corresponds to a Public Key listed in that CDS Certificate, and (c) the person or entity to whom digitally signed messages verified by reference to such CDS Certificate are to be attributed.

**2. Letter of Authorization for Subscribers Affiliated with an Organization.** Before GeoTrust issues a CDS Certificate to a Subscriber requesting a CDS Certificate in affiliation with an Organization, Subscriber must arrange for the Organization to submit a Letter of Authorization (“LOA”) to GeoTrust in the form prescribed by GeoTrust and downloaded by Subscriber from the GeoTrust website at [http://www.geotrust.com/docsigning/acrobat/guide/my\\_credential\\_LOA.doc](http://www.geotrust.com/docsigning/acrobat/guide/my_credential_LOA.doc) . The LOA shall designate a representative of the Organization who has authority to act on behalf of the Organization and perform the registration authority functions necessary for issuance of the CDS Certificate to the Subscriber (the “Registration Authority”).

**3. Identity Verification for Subscribers Not Affiliated with an Organization.** Before GeoTrust issues a CDS Certificate to a Subscriber who is requesting a CDS Certificate for personal use (and not to be used in affiliation with an Organization), Subscriber must provide a notarized photocopy of a government-issued photo identification, such as a driver’s license or passport (“Identity Verification”). If a notary is not available (such as in the case of Subscribers outside the U.S.), the government-issued photo identification must be delivered to the U.S. Consulate and stamped by an approving authority. The Identity Verification shall be in the form prescribed by GeoTrust and downloaded by Subscriber from the GeoTrust website at [http://www.geotrust.com/docsigning/acrobat/guide/my\\_credential\\_notarized.doc](http://www.geotrust.com/docsigning/acrobat/guide/my_credential_notarized.doc) .

**4. Subscriber Obligations.** Subscriber shall: (a) adhere to and be bound by the terms, conditions, and restrictions of the Agreement and the Certificate Practice Statement True Credentials for Acrobat and My Credential for Acrobat (“CPS”), which is incorporated by reference into this Agreement. Subscriber acknowledges that the CPS may change from time to time, and that any changes will be effective and binding from the date they are posted on GeoTrust’s web site. The CPS is available for viewing at GeoTrust’s website at [www.geotrust.com/resources](http://www.geotrust.com/resources); (b) accurately represent itself in all communications with GeoTrust; (c) at all times protect the confidentiality of the Private Key from unauthorized use, access or disclosure; (d) notify GeoTrust immediately that its Private Key is Compromised and request revocation of the CDS Certificate; (e) warrant that all information and representations made by the Subscriber that are included in the CDS Certificate enrollment form are true; (f) use the CDS Certificate exclusively for CDS purposes, consistent with the Adobe CDS Certificate Policy located at [http://www.adobe.com/misc/pki/cds\\_cp.html](http://www.adobe.com/misc/pki/cds_cp.html); (g) ensure all Private Key generations are performed on the required cryptographic device (as defined in the CPS) and are never exported from the device; (h) take all reasonable precautions to prevent any loss, disclosure, or unauthorized use of the Private Key; (i) use the CDS Certificate in compliance with all applicable laws and regulations, including without limitation U.S. export laws and regulations; and (j) not sign more than 2,000 documents per year using the CDS Certificate.

Any failure of Subscriber to comply with each of the obligations under this Section 4 shall be a material breach of the Agreement and GeoTrust and Adobe reserve the right to immediately revoke the CDS Certificate upon any such breach.

**5. Description of the Service.** Under this Agreement, GeoTrust is a Certification Authority. GeoTrust shall only issue a CDS Certificate upon completion of the steps required for enrollment according to the CPS as may be amended from time to time by GeoTrust. GeoTrust, in its sole discretion, may refuse to issue a CDS Certificate to any Subscriber. GeoTrust shall, consistent with this Agreement and CPS, and to the extent necessary or applicable, (a) receive and process the CDS Certificate enrollment form, (b) send an acknowledgment to Subscriber of either the approval or rejection of the CDS Certificate enrollment form, (c) if the CDS Certificate

enrollment form is approved, issue a CDS Certificate, (d) process all requests for CDS Certificate revocation upon the receipt of an authenticated request from Subscriber or others, and (e) perform its other duties under the CPS. Upon request, GeoTrust shall use reasonable efforts to provide to all requesting parties, including entities or persons using or relying on a CDS Certificate, information concerning the status of such CDS Certificate.

**6. Fees.** Subscriber shall pay to GeoTrust the annual fees associated with the issuance of the CDS Certificate as shown on the enrollment form. Subscriber authorizes GeoTrust to charge the fees against either the credit card provided by Subscriber on the Enrollment Form. GeoTrust shall not provide any refunds once the CDS Certificate has been issued.

## **7. Term and Termination.**

7.1 Term. The term of this Agreement shall begin on the date the CDS Certificate enrollment form is submitted to GeoTrust and shall terminate immediately upon the earlier of (a) the end of the CDS Certificate's stated operational period, (b) the revocation of the CDS Certificate, (c) the rejection of the CDS Certificate enrollment form, or (d) ten (10) days after receipt of notice by Subscriber from GeoTrust regarding a breach by Subscriber of its obligations under this Agreement which remains uncured for such period of time.

7.2 Effect of Termination. Upon the termination of this Agreement for any reason, GeoTrust shall revoke the CDS Certificate. Upon the revocation of the CDS Certificate, Subscriber shall have no right in and shall not use the CDS Certificate in any manner. Notwithstanding the foregoing, any use of the CDS Certificate prior to the revocation of the CDS Certificate or termination of this Agreement shall not be affected thereby.

**8. Disclaimer of Damages and Limitations of Liability.** In no event shall GeoTrust or Adobe be liable for any default or delay in the performance of its obligations hereunder to the extent and while such default or delay is caused, directly or indirectly, by electronic or communications failures fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, strikes, lockouts, or labor difficulties or any other similar cause beyond the reasonable control of GeoTrust. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF GEOTRUST OR ADOBE TO SUBSCRIBER OR ANY THIRD PARTY FOR ALL CLAIMS RELATED TO THE USE OF OR RELIANCE ON A CDS CERTIFICATE OR FOR THE SERVICES PROVIDED HEREUNDER INCLUDING WITHOUT LIMITATION ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY EXCEED FIVE THOUSAND DOLLARS (\$5,000.00). UNDER NO CIRCUMSTANCES SHALL GEOTRUST OR ADOBE BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSIONS OF INCIDENTAL AND CONSEQUENTIAL DAMAGES MAY NOT APPLY TO SUBSCRIBER BUT SHALL BE GIVEN EFFECT TO THE FULL EXTENT PERMITTED BY LAW.

**9. DISCLAIMER OF WARRANTIES.** GEOTRUST AND ADOBE EXPRESSLY DISCLAIM AND MAKE NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, WITH RESPECT TO THE SERVICES PROVIDED OR THE CDS CERTIFICATE

ISSUED HEREUNDER, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE SERVICES OR CDS CERTIFICATE, AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE OR COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. GEOTRUST AND ADOBE FURTHER DISCLAIM AND MAKE NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, TO SUBSCRIBER OR ANY THIRD PARTY THAT (A) ANY SUBSCRIBER TO WHICH IT HAS ISSUED A CDS CERTIFICATE IS IN THE FACT THE PERSON, ENTITY OR ORGANIZATION IT CLAIMS TO BE IN THE INFORMATION SUPPLIED TO GEOTRUST OR ADOBE, (B) A SUBSCRIBER IS IN FACT THE PERSON, ENTITY OR ORGANIZATION LISTED IN A CDS CERTIFICATE, OR (C) THAT THE INFORMATION CONTAINED IN THE CDS CERTIFICATE OR IN ANY CDS CERTIFICATE STATUS MECHANISM COMPILED, PUBLISHED OR OTHERWISE DISSEMINATED BY GEOTRUST, OR THE RESULTS OF ANY CRYPTOGRAPHIC METHOD IMPLEMENTED IN CONNECTION WITH THE CDS CERTIFICATES IS ACCURATE, AUTHENTIC, COMPLETE OR RELIABLE. SUBSCRIBER ACKNOWLEDGES THE INHERENT POSSIBILITY OF THE COMPROMISE OF SUBSCRIBER'S AND/OR ANOTHER SUBSCRIBER'S PRIVATE KEY, WHICH MAY OR MAY NOT BE DETECTED, AND THE POSSIBLE USE OF A STOLEN OR COMPROMISED PRIVATE KEY TO FORGE SUBSCRIBER'S OR ANOTHER SUBSCRIBER'S DIGITAL SIGNATURE.

**10. Indemnification.** Subscriber hereby agrees to indemnify Adobe and GeoTrust for any and all third party liability, claims, demands (including direct, indirect, special and consequential damages), losses or damages, and all costs and expenses, including reasonable attorney's fees, caused by any breach of this Agreement, including, without limitation, as a result of reliance on any misrepresentation of a material fact by that Subscriber.

**11. Governing Law.** The enforceability, construction, interpretation, and validity of this Agreement and any resolution of any dispute concerning this Agreement shall be governed by the substantive laws of the Commonwealth of Massachusetts, United States of America, excluding (i) the conflicts of law provisions thereof and (ii) the United Nations Convention on Contracts for the International Sale of Goods. Venue shall be in the Commonwealth of Massachusetts.

**12. Notices.** Any notices between the parties shall be in physical or electronic writing. The parties shall send all notices by e-mail or first class mail, postage prepaid. Notices shall be effective upon receipt. GeoTrust shall send notices to Subscriber at the e-mail and/or physical address provided in the CDS Certificate enrollment form. Subscriber shall send notices in writing to the following address: GeoTrust, My Credential for Acrobat Notices, 117 Kendrick Street, Suite 350, Needham, MA 02494 USA.

**13. Entire Agreement.** This Agreement and the CPS constitute the entire agreement between the parties respecting its subject matter superseding any prior and contemporaneous agreements and understandings.