

Dohatec CA Subscriber Agreement

YOU MUST READ THIS SUBSCRIBER AGREEMENT BEFORE APPLYING FOR, ACCEPTING, OR USING A DIGITAL CERTIFICATE FROM DOHATEC CA. IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE DIGITAL CERTIFICATE.

THIS SUBSCRIBER AGREEMENT WILL BECOME EFFECTIVE ON SUBMISSION OF THE CERTIFICATE APPLICATION TO THE DOHATEC CERTIFYING AUTHORITY (DOHATEC CA). BY SUBMITTING THIS CERTIFICATE APPLICATION (AND SUBSCRIBER AGREEMENT) YOU ARE REQUESTING DOHATEC CA TO ISSUE A DIGITAL CERTIFICATE TO YOU AND ARE EXPRESSING YOUR AGREEMENT TO THE TERMS OF THIS SUBSCRIBER AGREEMENT. THE DOHATEC CA'S CERTIFICATION SERVICES ARE GOVERNED BY THE DOHATEC CA CERTIFICATE PRACTICE STATEMENT (CPS) THAT MAY BE AMENDED FROM TIME TO TIME, AND BE INCORPORATED BY REFERENCE INTO THIS SUBSCRIBER AGREEMENT.

DOHATEC DIGITAL CERTIFICATION SERVICES ARE GOVERNED BY DOHATEC CERTIFYING AUTHORITY TRUST NETWORK CERTIFICATE PRACTICE STATEMENT (THE "DOHATEC CA CPS") MAY BE ACCESSED ON THE INTERNET AT <http://www.dohatec-ca.com.bd>.

FOR YOUR CONVENIENCE A QUICK SUMMARY OF THE CERTIFICATE PRACTICE STATEMENT IS SET OUT BELOW.

YOU AGREE TO USE THE DIGITAL CERTIFICATE AND ANY RELATED DOHATEC CA PKI SERVICES ONLY IN ACCORDANCE WITH THE CPS AND APPLICABLE LAWS, RULES AND REGULATIONS.

YOU CERTIFY THAT THE INFORMATION PROVIDED BY YOU IS ACCURATE, CURRENT AND COMPLETE. YOU CONSENT TO THIRD PARTY, INDEPENDENT VERIFICATION OF THE PROVIDED INFORMATION. SHOULD THERE BE ANY MATERIAL CHANGES IN THE INFORMATION PROVIDED IN YOUR APPLICATION AFTER A DIGITAL CERTIFICATE HAS BEEN ISSUED TO YOU, THE CERTIFICATE WILL BE RENDERED INVALID AND YOU WILL HAVE TO APPLY FOR A NEW CERTIFICATE. YOU SHALL NOT SEND ANY DATA IN ENCRYPTED FORMAT THAT MAY DIRECTLY OR INDIRECTLY COMPROMISE THE NATION'S SECURITY AND INTEREST. YOU AGREE AND ACKNOWLEDGE THAT DOHATEC CA HAS AUTHORITY AND POWER TO REVOKE THE DIGITAL CERTIFICATE ISSUED TO YOU IF AT ANY POINT IT IS DETERMINED THAT THE INFORMATION PROVIDED IS INCOMPLETE OR INCORRECT.

YOU SHALL SUBMIT YOUR PRIVATE KEY (S) TO DOHATEC CA OR CCA ON THEIR DIRECTION OF ANY COMPETENT AUTHORITY UNDER VARIOUS LAWS AND ACTS INCLUDING THE INFORMATION AND COMMUNICATION TECHNOLOGY ACT 2006, BECAUSE OF A DISPUTE ARISING DUE TO THE ISSUE OF A DIGITAL CERTIFICATE ISSUED BY DOHATEC CA AND USED FOR ENCRYPTION OF ANY MATERIAL.

AS STATED IN THE DOHATEC CA CPS, DOHATEC CERTIFYING AUTHORITY OR DESIGNATED PARTNER FOR WHOM SUB-CA HAS BEEN CREATED OR REGISTRATION AUTHORITY (i.e. DOHATEC CA/RA) PROVIDES LIMITED WARRANTIES, DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, LIMITS LIABILITY, AND EXCLUDES ALL LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES AS STATED IN THE DOHATEC CA CPS.

YOU DEMONSTRATE YOUR KNOWLEDGE AND ACCEPTANCE OF THE TERMS OF THIS SUBSCRIBER AGREEMENT AND THE DOHATEC CA CPS AND THE DOCUMENTS REFERRED TO IN THE DOHATEC CA CPS BY EITHER (I) SUBMITTING AN APPLICATION FOR A DIGITAL CERTIFICATE TO DOHATEC CERTIFYING AUTHORITY OR DESIGNATED PARTNER FOR WHOM SUB-CA HAS BEEN CREATED OR REGISTRATION AUTHORITY, OR (II) USING THE DIGITAL CERTIFICATE.

PLEASE NOTE THAT THE SCOPE OF THIS AGREEMENT IS LIMITED TO THE ISSUE OF DIGITAL CERTIFICATE AND WILL NOT APPLY IN ANY MANNER TO THE CONTRACTUAL TERMS AND CONDITIONS THAT MAYBE ENTERED INTO BETWEEN YOU AS SUBSCRIBER AND THE RELYING PARTY. ALL CLAIMS, CONTRACTUAL OR OTHERWISE, RESULTING FROM OR CONNECTED TO THE DEALINGS OR TRANSACTIONS SHALL BE ENTIRELY BETWEEN YOU AND THE RELYING PARTY.

BY APPLYING FOR A DIGITAL CERTIFICATE, USING THE FORM OVERLEAF & ONLINE YOU CONFIRM THAT YOU HAVE READ THE CERTIFICATE PRACTICE STATEMENT AND AGREE TO ALL ITS TERMS.

QUICK SUMMARY OF IMPORTANT CPS RIGHTS AND OBLIGATIONS:

PLEASE SEE THE TEXT OF THE CPS FOR DETAILS. THIS SUMMARY IS INCOMPLETE. MANY OTHER IMPORTANT ISSUES ARE DISCUSSED IN THE CPS.

1. Dohatec CA Certificate Practice Statement controls the provision and use of Dohatec New Media Certifying Authority's (Dohatec CA) digital certification services – including Digital Certificate application, application validation, Digital Certificate issuance, acceptance, use, suspension, activation and revocation of a Digital Certificate.
2. You (the User/Subscriber) acknowledge that the DOHATEC CA has provided you with sufficient information to become familiar with digital signatures and certificates before applying for, using, and relying upon a certificate.
3. Dohatec CA assumes that the applicant will make himself/herself aware of the subscriber representations and warranties, Section 9.6.3 of Dohatec CA CPS prior to applying for a Digital Certificate.
4. Dohatec CA offers different Classes and types of Digital Certificates under the Dohatec CA Trust Network. The applicants must decide which Class and Type of Digital Certificates suit their need.
5. Before submitting a Digital Certificate application, the applicant must, except while requesting for an Encryption Certificate, generate a key pair (Public Key and Private Key) in a secure medium and shall take reasonable care to retain the control of Private key corresponding to Public Key (including Encryption Key pair) and takes all steps to prevent its disclosure to a person not authorized to affix the Digital Signature of the Subscriber.
6. The applicant must accept a Digital Certificate before communicating it to others, or otherwise invoking use of it. By accepting a Digital Certificate, the applicant makes certain important representations as described in subscriber representations and warranties, Section 9.6.3 of Dohatec CA CPS.
7. If you are the recipient of a digital signature or certificate, you are responsible for deciding whether to rely on it. Before doing so, the DOHATEC CA recommends that you use the certificate to verify that the digital signature was created during the operational period of the certificate by the private key corresponding to the public key listed in the certificate, and that the message associated with the digital signature not been altered.
8. You agree to notify the DOHATEC CA upon compromise of your private key.
9. The Certificate Practice Statement provides various warranties and promises made by the DOHATEC CA. Otherwise, warranties are disclaimed and liability is limited by the DOHATEC CA.
10. The Certification Practice Statement contains various miscellaneous provisions, requires compliance with applicable regulation.