

## **Product Terms and Conditions - SSL Certificates**

### **1. DEFINITIONS**

1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

1.2 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto-

1.2.1 "**Digital Certificate**" means an encryption algorithm, which encrypts information transmitted between a sender and a receiver of such data and authenticates a user on the Internet or intranet;

### **2. DURATION**

2.1 The Digital Certificate will commence with effect from the date FirstNet submits Customer's application for the Digital Certificate to Godaddy (the "Effective Date") and endure for the period selected by Customer in the Application Form, after which period the Digital Certificate will automatically terminate. Customer may renew the Digital Certificate at the end of the period selected by Customer in the Application Form by entering into a new agreement with FirstNet prior to the expiration of the Digital Certificate.

2.2 Notwithstanding the above, Customer acknowledges that FirstNet shall be entitled to terminate Digital Certificate at any time during the term of the Digital Certificate including any renewal thereof in the event FirstNet's agreement with Godaddy terminates.

### **3. PAYMENT**

3.1 FirstNet is authorized and entitled to receive the service fees for Digital Certificate on Godaddy's behalf.

3.2 Customer shall pay FirstNet the once off service fees specified in the Application Form in accordance with the provisions set out in the General Terms and Conditions.

### **4. TERMS AND CONDITIONS SPECIFIC TO ENTRUST DIGITAL CERTIFICATE**

4.1 FirstNet will provide Customer with the type of the Digital Certificate selected by Customer in the Application Form.

4.2 A domain name is required in order for Customer to utilize the Digital Certificate.

4.3 The Digital Certificate will only be installed on the machine, webserver or website accessible at the domain name listed on the Digital Certificate and/or Application Form

4.4 The Digital Certificate is issued by Godaddy.

4.5 The Digital Certificate is only valid for the duration of the period selected by Customer in the Application Form.

4.6 The Digital Certificate must only be used in compliance with all applicable laws and solely for Customer's authorized business.

4.7 By submitting the Application Form to FirstNet for the Digital Certificate:

4.7.1 Customer authorizes FirstNet to purchase the Digital Certificate on Customer's behalf;

4.7.2 Customer authorizes FirstNet to disclose Customer's information, confidential or otherwise to Godaddy in order to have the Digital Certificate issued for Customer;

4.7.3 Customer warrants and represents that the information provided to FirstNet is correct, accurate and up-to-date and FirstNet including Godaddy can use and rely on the correctness of such information for the purposes of applying for and issuing the Digital Certificate;

4.7.4 Customer warrants and represents further that he/she/it has the exclusive right to use the domain name listed in the Digital Certificate and/or Application Form;

4.7.5 Customer is authorising FirstNet to generate encryption keys for Customer's machine, webserver or website on Customer's behalf.

4.8 Upon issuing of the Digital Certificate, FirstNet shall where required, install and/or load the Digital Certificate on to Customer's machine, webserver and/or website in accordance with Customer's specification. For these purposes, Customer shall supply FirstNet with all the relevant information and co-operation required to enable FirstNet to install and/or load the Digital Certificate on Customer's machine, webserver or website. Although FirstNet will use its reasonable commercial endeavors to ensure that Customer's machine, webserver or website including Customer's networks, software and/or application hosted in such machine, webserver and/or website are not damaged in any manner whatsoever whilst FirstNet is installing and/or loading the Digital Certificate onto such machine, webserver and/or websites as envisaged in this clause

4.9 Customer acknowledges that FirstNet shall not be held liable for any loss or damage which include without limitation:

4.9.1 any errors, corruption to software and/or application;

4.9.2 corruption and/or loss of data; and/or

4.9.3 the crashing of the machine, webserver or website that Customer may suffer as a result of the installation and/or loading of the Digital Certificate on to such machine, webserver or website. Such installation and/or loading is done by FirstNet at Customer's sole decision and risk.

4.10 In the event that the Customer prefers to install and/or load the Digital Certificate onto its machine, webserver and/or website, FirstNet will send an email with the installation details which Customer shall use to download and install the Digital Certificate.

4.11 The Customer will be required to install and/or load the Digital Certificate within 7 (seven) Business Days from date of delivery failing which FirstNet shall deem the Digital Certificate to be working, operating and/or functioning successfully;

4.12 FirstNet shall not be held responsible for any failure and/or incomplete installation of the Digital Certificate including any errors. Installation of such Digital Certificate is done at Customer's sole risk and responsibility

4.13 FirstNet shall not be held liable for any damage that may be suffered by Customer whilst Customer is installing the Digital Certificate as envisaged in clause 4.10 above which includes without limitation:

4.13.1 any errors, corruption to software and/or application;

4.13.2 corruption and/or loss of data; and/or

4.13.3 the crashing of the machine, webserver and/or website.

4.14 FirstNet shall not be held responsible for any issues relating to the machine, webserver and/or website which includes without limitation space, network and/or speed whether or not such Digital Certificate was installed and/or loaded by FirstNet or Customer on such machine, webserver or website as envisaged in this clause 4.

4.15 By accessing and using the Digital Certificate, Customer expressly agrees that he/she/it will ensure that all its users, employees, consultants, agents and/or affiliates who receive and/or uses the Digital Certificate in terms of these Product Terms will:

4.15.1 comply with the Terms when accessing and using the Digital Certificate;

4.15.2 refrain from modifying the contents of the Digital Certificate;

4.15.3 use the Digital Certificate exclusively for legal and authorized purposes in accordance with the Terms;

4.15.4 only use the Digital Certificate on behalf of the organization listed in the Digital Certificate and/or Application Form;

4.15.5 keep confidential and properly protect the private key(s) where Customer has self-installed the Digital Certificate into his/her/its machines, webserver and/or websites;

4.15.6 notify FirstNet immediately of any suspected or actual compromise of the private key(s) and request revocation of such Digital Certificates;

4.15.7 immediately cease to use the Digital Certificate upon:

(i) expiration or revocation of such Digital Certificate; or

(ii) any suspected or actual compromise of the private key(s) corresponding to the public key(s) in such Digital Certificate;

4.15.8 only install the Digital Certificate on 1 (one) machine, webserver or website and only use such Digital Certificate in connection with such machine, webserver or website unless otherwise expressly authorized by FirstNet in writing;

4.15.9 refrain from using the private key(s) corresponding to the public key(s) in the Digital Certificate to sign other Digital Certificate.

4.16 The Digital Certificate is provided by FirstNet in accordance with Godaddy's terms and conditions applicable to the use of such Digital Certificate.

4.17 The Customer will acquire such right to the use of the Digital Certificate as allowed by Godaddy including its licensors.

4.18 The installation of the Digital Certificate by FirstNet or Customer represents Customer's agreement to be bound by the terms and conditions applicable to the use of the Digital Certificate by Customer.

4.19 A successful installation of the Digital Certificate by FirstNet or Customer does not in any manner whatsoever guarantee that:

4.19.1 the Digital Certificate will operate without failure and/or error;

4.19.2 the Customer's website is secured and/or reliable;

4.19.3 the encryption code will always be operational and/or will be successful and/or error-free;

4.19.4 any transaction made via Customer's website will be secured;

4.19.5 any transaction including third party information transmitted via Customer's website will be secured from theft and/or contamination;

4.20 Although FirstNet provides the Digital Certificate to Customer, Digital Certificate is not a product or Service rendered by FirstNet, it is a product/Service of Godaddy. FirstNet therefore does not warrant, represent or in any manner whatsoever guarantee, either expressly or by implication that the Digital Certificate is accurate, complete, correct, error-free, secure, up-to-date and/or reliable.

4.21 Access and use of the Digital Certificate by Customer confirms Customer's agreement that the Digital Certificate is sold on the condition that:

4.21.1 Godaddy's limited warranties, if any applies; and the

4.21.2 Customer must familiarize himself/herself/itself with the scope and cover of such limited warranty.

4.22 The Digital Certificate is derived from third party software and no such third party including Godaddy warrant the software or assumes any liability for any damage suffered or incurred by the Customer including without limitation indirect or consequential damages arising from or in connection with the delivery, use or performance of the Digital Certificate and/or software.

4.23 Use Restrictions. Customer is prohibited from using the Digital Certificate:

4.23.1 for or on behalf of any other organization;

4.23.2 to perform private or public key operations in connection with any domain name, sub-domain (where applicable) and/or organization name other than those submitted by Customer during enrollment; and

4.23.3 on more than one machine, webserver or website at a time.

4.24 Revocation.

4.24.1 If Customer's organizational name and/or domain name registration changes, Customer must immediately notify FirstNet who will in turn notify Godaddy. Godaddy shall then revoke Customer's Digital Certificate;

4.24.2 FirstNet retains the right to revoke Customer's machine, webserver or website ID on behalf of Godaddy if:

(i), within (45) forty five days of date of FirstNet 's invoice to Customer such invoice is not paid; and

(ii) any information included in the Digital Certificate changes or if any change will make the information in the Digital Certificate be misleading and/or inaccurate;

(iii) there is any actual or suspected misuse or compromise of the private key(s) associated with the public key(s) in the Digital Certificate Services.

4.24.3 FirstNet also retains the right to revoke Customer's machine, webserver or website ID on behalf of Godaddy, if Customer fails to perform any of Customer's material obligations under the terms and conditions for the use of the authentic site seal where the authentic site seal has been installed by Customer.

4.24.4 All use of the Digital Certificate will cease upon expiration or revocation of such Digital Certificate and Customer will be obligated to:

(i) remove the Digital Certificate from machine, webserver, website including any other device in which it has been installed;

(ii) and/or to cease from accessing and/or using the Digital Certificate. Customer acknowledges and agrees that upon expiry of the Digital Certificate all security applied during the transmission of data and/or performance of any

transaction shall be automatically lost and FirstNet including Godaddy shall not be held responsible for any damage, loss, theft or corruption of data which is been transmitted from and/or to Customer's machine, webserver or website including fraudulent transaction performed, the risk of these occurrences shall remain with Customer.

4.25 Obligations Upon Revocation or Expiration. Upon expiration or notice of revocation of Customer's machine, webserver or website ID, Customer shall permanently remove Customer's machine, webserver or website ID from the machine and/or webserver on which it is installed and shall not use it for any purpose thereafter.

## **5. LICENSING AND INTELLECTUAL PROPERTY RIGHTS**

5.1 Where applicable, FirstNet grants to Customer a non-transferable, personal, exclusive sub-license to use the Digital Certificate internal business purposes and shall use such Digital Certificate in compliance with the terms and conditions of these Product Terms and Agreement. Customer shall not copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Digital Certificate or convert the whole or any part of the Digital Certificate from object code into source code.

5.2 All rights, title and interest in and to all intellectual property relating to the Digital Certificate owned by Godaddy and/or its licensors shall at all times remain the sole property of Godaddy and/or its licensors.

5.3 Customer warrants that the use of the Digital Certificate shall not infringe any intellectual property rights of any third party.