TrustFactory Subscriber Agreement - PersonalPass Premium Certificate

IMPORTANT: BEFORE YOU SUBMIT THE APPLICATION, YOU, THE APPLICANT MUST READ AND AGREE TO THE TERMS AND CONDITIONS BELOW:

This Agreement governs your application for, acceptance of and use of a personal pass premium certificate issued by TrustFactory's Client Issuing CA, for the purpose of enabling you to sign data messages using advanced electronic signatures or digital signatures in terms of the Electronic Communications and Transactions Act (ECT ACT) 25 of 2002, South Africa.

This agreement is between You ("Applicant"/"Subscriber") and TrustFactory (Pty) Ltd. ("TrustFactory").

You, The Applicant / Subscriber Warrant, Accept and Agree that:

1.	You have full power and authority to enter into this agreement and perform its obligations hereunder.
2.	You undertake to familiarise yourself with TrustFactory's Certificate Policy (CP) and Certificate Practise Statements (CPS) which governs all policies and procedures for TrustFactory certificates. For any terms not directly stipulated below, TrustFactory's CP and CPS will take precedence. You further agree to the terms of use and privacy policies which can be found on TrustFactory's repository page: https://www.trustfactory.net/repository/.
3.	All the information provided by you is accurate and complete.
4.	The digital certificate issued to you, the subscriber/applicant (Name of person in certificate) is for your own personal use and for you to create advanced electronic signatures which are binding in the same way as your handwritten signature, as stipulated and governed by the ECT ACT 25 of 2002.
5.	You will not use your digital certificate, token/FIPS related software for unlawful purposes.
6.	You agree that TrustFactory may directly or indirectly (through use of a Trusted Agent or other authorized persons), confirm your identity and capture information to be used in the validation process, through an in-person meeting with you, or similar process.
7.	You acknowledge that the security and safeguarding of the private key associated with this TrustFactory certificate, remains your sole responsibility, irrespective of where and with whom it is hosted, throughout the period of validity of the certificate, including any period of suspension.
8.	You undertake to exercise due care to manage, protect and retain control of your private key including retaining control of any passphrase, pin or token/FIPS Rated Software used to activate the private key. You undertake to prevent disclosure of your private key to a person not authorized to create your advanced electronic signature.
9.	You will not intentionally compromise the security of the systems and processes provided by TrustFactory, or reverse engineer any technical implementation required for the creation of your digital certificate.
10.	You will not modify, license, create a derivative work of, transfer this Certificate (except as required to use the Certificate) or Private Key.
11.	You will review and verify the Certificate contents for accuracy.
12.	You will use the Certificate solely in compliance with the TrustFactory CP and TrustFactory Client Issuing CA CPS, all applicable laws and solely in accordance with the Subscriber Agreement or Terms of Use.
13.	To all who reasonably rely on the information contained in the digital certificate that: (i) you rightfully hold the private key corresponding to the public key listed in the digital certificate; (ii) all representations made by you to TrustFactory and material to the information listed in the digital certificate are true; and (iii) all information in the digital certificate of which you have knowledge is true.
14.	**You will promptly request revocation of the Certificate, and cease using it and its associated Private Key, if:**
o	There is any actual or suspected misuse or compromise of your, the Subscriber's, Private Key or
o	If any information in the Certificate is or becomes incorrect or inaccurate,
o	You will promptly notify TrustFactory of any breach of this agreement.
o	You will promptly cease all use of the Private Key corresponding to the Public Key included in the Certificate upon revocation of that Certificate for reasons of Key Compromise.
o	You are obliged to respond to TrustFactory CA's instructions concerning Key Compromise or Certificate misuse within twenty-four (24) hours.
15.	**The Subscriber acknowledges and accepts that TrustFactory CA is entitled to immediately revoke the certificate if the Applicant were to:**
o	Violate the terms of the Subscriber Agreement or Terms of Use or
o	If TrustFactory CA discovers that the Certificate is being used to enable criminal activities such as phishing attacks, fraud, or the distribution of malware.
16.	You acknowledge that the potential risk of a compromise of the private key, through theft or other, detected, or undetected, may result in the forgery of your digital signature.
17.	You acknowledge that any failure to comply with the above shall constitute a material breach of this Subscribers Agreement.

18. Under no circumstances shall TrustFactory, its licensors, suppliers, trusted agents, representative authorities, or staff be liable, whether in contract, warranty, delict, vicarious liability or any other form of liability whatsoever, for any general, direct, indirect, incidental, special or consequential damages (including without limitation any loss of profits, loss of data, interruption, computer failure or pecuniary loss) arising out of your use or inability to use any of TrustFactory products or services.

Order Reference Number (As appears in Agent App or order confirmation email from TrustFactory)	
Full Name of Applicant (as it appears on valid presented South African identity document	
Identity Number of Applicant	
I, The Applicant/Subscriber, whose details are recorded herein, acknowledge that I have read, understood, and agree to the terms of the agreement and that all recorded information on this document is correct, by initialing each page of the agreement and signing here	X _____ Applicant/Subscriber
Date	
Place Signed At	

Full Name of Trusted Agent (person who went to meet the applicant)	
Employer of Trusted Agent: (which company does the trusted agent work for)	
I, The Trusted Agent, have met the applicant and performed the following steps: | Checked that the full name of the original identity document agrees to the order details in the TrustFactory mobile app.	
Checked that the Applicant's Order #, Name, ID number and Date entered above by the Applicant is accurate and that the ID details entered in this Subscriber Agreement correspond to the original ID.	
Checked that the applicant's face matches the photograph on the original identity document presented by the applicant	
I (Trusted Agent) have Initialled each page and signed the subscriber agreement.	
The Applicant has Initialled each page and signed the subscriber agreement.	| **I the trusted Agent attest to having carried out my duties and responsibilities by initialing each page of the agreement and signing here**	X _____ Trusted Agent
Date	
Place Signed At	

By submitting your personal information to TrustFactory, the disclosing Party unconditionally and voluntarily, consents to the processing of the submitted personal information for any and all purposes related to this Subscriber Agreement.

TrustFactory will implement and maintain appropriate technical and organisational measures to prevent against accidental loss, unauthorised destruction, damage, unauthorised or unlawful processing of personal information.