

Subscriber Agreement - Version 1.0

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE eKYC ACCOUNT FOR eSign SERVICE OR CERTIFICATE ISSUED TO YOU. BY CREATING eKYC ACCOUNT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLOSE YOUR eKYC ACCOUNT IMMEDIATELY.

This subscriber agreement (the "agreement") between CA [Name.....] and the **eKYC account holder or DSC applicant or subscriber or applicant** [Name.....] is effective as of the date and time of the affixing signature on the agreement (the "effective date").

General

All the terms used in this agreement has same meaning as defined in IT Act, and Rules, Regulation made thereunder, & the Certificate Practice Statement (CPS) and the Guidelines issued by CCA from time-to-time.

The eKYC account holder qualifies as DSC *applicant* and *subscriber* as mentioned in the IT Act. The CA shall protect the particulars submitted by eKYC account holder in line with the requirements mentioned under the provisions of IT Act for the protection of particulars submitted by subscriber for issuance of DSC.

The eKYC account holder unconditionally accepts and agrees to abide by the following terms and conditions mentioned in this agreement.

Unless and otherwise specified all the sections specified in the CPS , including the subscriber agreement pertaining to issuance of the certificate, will be applicable to CA and eKYC account holder for life cycle of certificate generated using the particulars retained in the eKYC account. The additional terms and conditions for subscriber are given in the following sections.

eKYC account creation and maintenance

For the purpose of DSC issuance or eSign Service, the eKYC account holder should submit particulars to CA for creating and maintaining a unique eKYC account for a specific period.

The eKYC account holder shall take all necessary precautions to prevent unauthorized and illegal use of eKYC account and unauthorized access to the eKYC account provided by CA

The particulars maintained by CA include all the information required for subsequent authentication and creation of DSC application form and DSC issuance.

The eKYC account may be deactivated by CA up on failure to adhere to the terms and conditions of services of CA. eKYC account holder shall agree not to claim any damages from CA.

eKYC account holder shall agree to abide all the terms and conditions specified for the creation and maintenance of eKYC account, subsequent DSC issuance or eSign service based on the particulars retained by CA as mentioned or referred to in the CPS of CA.

eKYC account holder agrees to update CA of changes in the particulars submitted to CA during the validity of eKYC account through the standard interface provided by CA.

The eKYC account holder undertakes to promptly inform the CA the change in the particulars of user and/or the mode of operation of eKYC account.

eKYC account holder shall authorise CA to generate electronic DSC application form based on the information retained in eKYC account attributed to eKYC user.

eKYC account holder shall agree to collect access location and system details by CA for the purpose security and other requirements as mentioned in the CCA guidelines.

eKYC account holder shall agree and confirm that DSC issued or eSign services would only be used in accordance with IT Act, and Rules & Regulations made thereunder.

During the lifetime of eKYC account, CA may introduce additional terms and publish it in the online systems, and prominently provide the link to updated terms in the eKYC account access interface.

In case eKYC account holder do not agree on the updated terms he should stop using services and CA will deactivate the account.

eKYC account holder shall undertake that the confidentiality of the PIN will be retained and maintain exclusive access to OTP send by CA for authentication purpose.

The eKYC account holder acknowledges and asserts that s/he have control of the Mobile number and valid e-mail address provided for eKYC account creation. In the case of any changes in the control of Mobile and valid e-mail address, the eKYC account holder should promptly inform CA.

eKYC account holder shall agree to inform CA up on the lost or compromise of exclusive access to mobile number registered in the eKYC account.

eKYC account holder shall agree to provide consent in the form of submitting the OTP in the interface provided by CA only after reading and understanding the meaning of the 'purpose text' sent along with OTP.

CA will not carry out any changes to eKYC account which is materially affecting the integrity of certificate or consent without the authentication of eKYC account holder.

CA shall provide account monitoring facility to eKYC user. Also applicant should have an option to activate, deactivate and close account at any point of time.

CA shall retain audit trail of account creation and maintain for a period of 7 years. Also applicant should be able to access notifications, history of eSign transactions, account modification, activation and deactivation information.

DSC Issuance, Expiration & Revocation

In the case of longer validity DSC issuance request, eKYC account holder authorise CA to include the information retained in eKYC account attribute to eKYC account holder in the certificate and also perform certification upon providing successful authentication.

Subscriber shall promptly cease use of the private key associated with the public key in the certificate upon expiration or revocation of the certificate.

For revocation of DSC, the subscriber agrees to follow all the procedure, terms and conditions as mentioned in the CPS.

Key pairs must be generated in FIPS 140-2 Level 2 compliant cryptotoken. The subscriber should warrants that the token containing private key will be under her/his exclusive control and physically detached from computer when it is not in use.

eSign service

In the case of eSign service , eKYC account holder authorise CA to generate the key pair, generate DSC application form, generate DSC based on the particulars maintained in eKYC account ,creation of signature and deletion of keys up on the successful authentication by eKYC user.

It shall be the sole responsibility of eKYC account holder to ensure before applying signature on the document that he/she has read and understood the contents thereof, neither CCA nor CA to be held responsible in this regard.

eKYC account holder/subscriber/eSign user agrees to pay the requisite fee as prescribed on ESP's website or as agreed upon for the services. The fee is exclusive of applicable taxes. All applicable taxes on the services shall be borne by the subscriber and shall be paid by the subscriber to ESP in addition to the fee

Security Requirements

eKYC account holder agrees to abide all the obligation of subscriber mentioned in the IT Act and all the rules, regulation made thereunder and the Guidelines issued by CCA in respect of accuracy of particulars retained in the eKYC account.

eKYC account holder is responsible to make all reasonable efforts to prevent the compromise, loss, disclosure, modification or otherwise unauthorised use of the private key corresponding to the public key published in a certificate. eKYC account holder is responsible to request the revocation of a certificate to CA in case of an occurrence of an event that materially affects the integrity of a certificate.

This agreement shall, in all respects, be governed by, and construed in accordance with the laws of Republic of India. The location of jurisdiction in relation to this agreement is as specified under CPS.

eKYC account holder indemnifies and holds CCA as well as CA and its authorised representatives harmless against all actions, suits, liabilities or claims or demands proceedings, loss, damages, costs, charges and expenses arising from unlawful use of eKYC account, eSign Services or use of DSC or arising out of or in connection with such services.

The CA shall, during the term of this agreement, maintain necessary licences with CCA as required for issuance of DSC. The eSign Service Provider (ESP) shall also, during the term of this agreement, maintain its empanelment with CCA.

All other matter not explicitly prescribed herein shall be governed as per terms in CPS, subscriber agreement for issuance of digital signature certificate, and any other terms and conditions as imposed by CCA from time-to-time.
