

SUBSCRIBER AGREEMENT

IMPORTANT—PLEASE READ THIS MSC TRUSTGATE CERTIFICATE SUBSCRIBER AGREEMENT CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING A MSC TRUSTGATE CERTIFICATE OR BEFORE CLICKING ON “I ACCEPT”. YOU AGREE THAT BY APPLYING FOR, ACCEPTING, OR USING A MSC TRUSTGATE CERTIFICATE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO ITS TERMS. IF YOU ARE APPLYING FOR, ACCEPTING, OR USING A MSC TRUSTGATE CERTIFICATE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF SUCH ENTITY AND HAVE THE AUTHORITY TO ACCEPT THIS AGREEMENT ON SUCH ENTITY’S BEHALF. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE A MSC TRUSTGATE CERTIFICATE AND DO NOT CLICK “I ACCEPT”.

Introduction

Welcome to the Subscriber Agreement between MSC Trustgate and Subscriber. This agreement governs the provision and use of digital certificate offered by the MSC Trustgate to the Subscribers which under the purview of DSA, DSR and any relevant law of Malaysia. By accessing or using our services, the Subscriber agrees to be bound by the terms and conditions outlined herein. Please read this agreement carefully before proceeding, as it constitutes a legally binding contract between the parties. This agreement is effective as of Effective Date.

Subscriber and MSC Trustgate agree as follows:

1 Definitions

CA means a licensed Certification Authority (in this is MSC Trustgate) by the regulator i.e. Malaysian Communication Multimedia Malaysia (MCMC).

Certificate means a digital certificate is a digital document that verifies the identity of an entity (such as a person, organization, or website) and contains their public key, facilitating secure online communication through encryption and authentication.

CP means policy outlines the practices, procedures, and standards followed by the certificate authority for issuing and managing digital certificates, ensuring their integrity, and establishing trust within a public key infrastructure (PKI).

CPS means Certificate Practice Statement means a document that outlines the practices and procedures a CA follows when issuing and managing digital certificates.

CRL/OCSP repository means a centralized location or service where Certificate Revocation Lists (CRLs) or Online Certificate Status Protocol (OCSP) responses are stored and made available in accordance with Regulations 39 of DSR.

DSA means Digital Signature Act 1997 (Act 562).

DSR means Digital Signature Regulations 1998 (P.U.(A) 359/98).

Private Key means a private key is a confidential alphanumeric string used in public-key cryptography to decrypt messages or digitally sign them for secure communication.

Public Key means a public key is a cryptographic component shared openly for encrypting messages or verifying digital signatures in public-key cryptography systems.

Signing Authority means the permission granted to a subscriber to use digital certificates issued by the certification authority for signing electronic documents, transactions, or communications, thereby validating their authenticity and integrity.

2 Certificate Application

From the Effective Date and for the term set forth within the validity period of any issued Certificate (“Issuing” date to “Expiry” date), MSC Trustgate hereby grants the Subscriber to apply the usage of the said Certificate in conjunction with Private Key and/or Public Key operations. The obligations of the Subscriber in this agreement are listed out in **Section 5** with respect to Private Key protection are applicable from the Effective Date.

3 Certificate Application and Description of Certificates.

This Section details the terms and conditions regarding your application (“Certificate Application”) for a Certificate. If MSC Trustgate accepts your Certificate Application, the term and conditions regarding the use of the Certificate to be issued by MSC Trustgate to you as a “Subscriber” of that Certificate shall apply. A Certificate is a digitally signed message that contains a Subscriber’s public key and associates it with information authenticated by MSC Trustgate or a MSC Trustgate authorized entity. The Certificates provided under this Agreement are issued by MSC Trustgate Trust Network (“TTN”) as the case may be. The TTN provide Certificates for both wired and wireless applications. TTN under this Agreement offer various certificates. Each Certificate provides specific functionality and security features and corresponds to a specific level of trust. You are responsible for choosing which Digital Certificate you required. The following subsections state the appropriate uses and authentication procedures for each Certificate. For more detailed information about MSC Trustgate’s certification services, please see the MSC Trustgate CPS which may be accessed at <https://www.msctrustgate.com/tgcps>

List of certificates provided:

- a. Document Signing Certificate
 - i. Medium Assurance
 - Individual Certificates
 - Government Services Certificates
 - Individual Pro Certificates
 - AATL Certificates
 - LHDN e-Invoice Organization Certificates
 - ii. High Assurance
 - High Assurance Certificates
- b. National ID Certificates
 - i. MyDigital ID

- c. Code Signing Certificates
 - i. Code Signing Certificates
 - ii. Extended Validation Code Signing Certificates
- d. Time Stamping Certificates
 - i. Time Stamping Certificates (Generic)
- e. SSL Certificates
 - i. Domain Validation SSL Certificates
 - ii. Organisation Validation SSL Certificates
 - iii. Extended Validation SSL Certificates
 - iv. Intranet Validation SSL Certificates
- f. S/MIME Certificates
 - i. S/MIME Mailbox Validated
 - ii. S/MIME Individual Validated
 - iii. S/MIME Sponsored Validated
 - iv. S/MIME Organization Validated

4 Processing Your Certificate Application

Upon MSC Trustgate's receipt of the necessary payment and upon completion of authentication procedures required for the Certificate you have purchased, MSC Trustgate will process your Certificate Application. MSC Trustgate will notify you whether your Certificate Application is approved or rejected. If your Certificate Application is approved, MSC Trustgate will issue you a Certificate for your use in accordance with this Subscriber Agreement. Your use of the Personal Identification Number ("PIN") from MSC Trustgate to pick up the Certificate, installing the Certificate or using the Certificate shall consider your acceptance of the Certificate. After you pick up or otherwise install your Certificate, you must review the information in it before using it and promptly notify MSC Trustgate of any errors. Upon receipt of such notice, MSC Trustgate may revoke your Certificate and issue a corrected Certificate.

5 Revocation Services for Certificates

Revocation of a Subscriber Certificate shall be performed by MSC Trustgate within the official operational hour of MSC Trustgate as per Trustgate's CPS which come under the following circumstances:

- a. The Subscriber requests in writing to the MSC Trustgate entity which provided the Certificate that the Subscriber wishes to revoke the Certificate;
- b. The Subscriber notifies MSC Trustgate that the original Certificate Request was not authorized and does not retroactively grant authorization;

- c. MSC Trustgate obtains reasonable evidence that the Subscriber's Private Key has been Compromised, no longer complies with the requirements for algorithm type and key size of the Baseline Requirements, or that the Certificate has otherwise been misused;
- d. MSC Trustgate receives notice or otherwise becomes aware that the Subscriber violated any of its material obligations under the Subscriber Agreement or Terms of Use;
- e. MSC Trustgate is made aware of any circumstance indicating that used of a Fully Qualified Domain Name or IP address in the Certificate is no longer legally permitted (e.g. a court or arbitrator has revoked a Domain Name Registrant's right to use the Domain Name, a relevant licensing or services agreement between the Domain Name Registrant and the Applicant has terminated, or the Domain Name Registrant has failed to renew the Domain Name);
- f. MSC Trustgate is made aware that a Wildcard Certificate has been used to authenticate a fraudulently misleading subordinate Fully-Qualified Domain Name;
- g. MSC Trustgate receives notice or otherwise becomes aware of a material change in the information contained in the Certificate;
- h. MSC Trustgate is made aware that the Certificate was not issued in accordance with the Baseline Requirements or MSC Trustgate's CP or CPS;
- i. MSC Trustgate determines that any of the information appearing in the Certificate is not accurate or is misleading;
- j. MSC Trustgate ceases operations for any reason and has not arranged for another CA to provide revocation support for the Certificate;
- k. MSC Trustgate's right to issue Certificates under the Baseline Requirements expires or is revoked or terminated, unless MSC Trustgate has made arrangements to continue maintaining the CRL/OCSP Repository;
- l. MSC Trustgate is made aware of a possible Compromise of the Private Key of the Subordinate CA used for issuing the Certificate;
- m. The technical content of format of the Certificate presents an unacceptable risk to Application Software Suppliers or Relying Parties (e.g. the CA/B Forum determine that a deprecated cryptographic/signature algorithm or key size presents an unacceptable risk and that such Certificates should be revoked and replaced by CAs within a given period of time);
- n. MSC Trustgate is made aware of the fact that the certificate was used to sign malicious software or "malware".

Revocation of a Subscriber Certificate may also be performed by MSC Trustgate within the official operational hour of MSC Trustgate as per Trustgate's CPS under the following circumstances:

- a. The Subscriber or organization administrator requests revocation of the Certificate through its account which controls the lifecycle of the Certificate;
- b. The Subscriber requests revocation of the Certificate via an Certificate revocation process;
- c. The Subscriber requests revocation through an authenticated request to MSC Trustgate's support team or MSC Trustgate's Registration Authority;
- d. MSC Trustgate receives notice or otherwise become aware that the Subscriber has been added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of MSC Trustgate's jurisdiction of operation;
- e. MSC Trustgate determines, in its sole discretion, that the continued use of the Certificate may compromise the security, reputation or trust status of the MSC Trustgate; or
- f. MSC Trustgate determines the continued use of the Certificate is harmful to the business of MSC Trustgate or Relying Parties.

When considering whether Certificate usage is harmful to MSC Trustgate's business, MSC Trustgate considers, among other things, the following:

- a. The nature and number of complaints received;
- b. The identity of the complainant(s);
- c. Relevant legislation in force; and
- d. Responses to the alleged harmful use from the Subscriber

6 Obligations and warrants

Subscribers obligations and warrant for the benefit of MSC Trustgate and the Certificate Beneficiaries that:

a. Accuracy of Information:

Subscriber will provide accurate, complete and truthful information at all times to MSC Trustgate, both in the Certificate Request and as otherwise requested by MSC Trustgate in connection with issuance of a Certificate, including but not limited to, the application name, government photo ID, information URL and application description in relation to Certificates accuracy in accordance with section 42 of DSA.

b. Protection of Private Key:

Applicant shall take all reasonable measures to maintain sole control of, keep confidential, and properly protect at all times the Private Key to be included in the requested Certificate(s) and any associated activation data or device, e.g. password or token accuracy in accordance with section 43 and 44 of DSA.

c. Acceptance of Certificate:

Subscriber shall review and verify the Certificate contents for accuracy in accordance with section 38 of DSA.

d. Use of Certificate

For SSL certificate the use of certificate shall follow Section 1.4 of the CPS. Subscriber shall install the Certificate only on servers that are accessible at the subjectAltName(s) listed in the Certificate and use the Certificate solely in compliance with all applicable laws and solely in accordance with the Subscriber Agreement or Terms of Use;

For Document Signing Certificate, the Subscriber shall maintain information that permits a determination of who approved the signature of a particular document. Under no circumstances must the Certificate be used for criminal activities such as fraud, certifying or signing malware.

In the case of EV Code Signing Certificates, Subscriber accepts additional obligations and warrants to not knowingly sign software that contains Suspect Code and to use the EV Code Signing Certificate as follows: MSC Trustgate Subscriber Agreement Only to sign code that complies with the requirements set forth in the latest version of the CA/Browser Forum Guidelines for the Issuance and Management of Extended Validation Code Signing Certificates; Solely in compliance with all applicable laws i.e. DSA and DSR; Solely for authorized company business; and Solely in accordance with this Agreement. If MSC Trustgate becomes aware (by whatever means) that it has signed code that contains malicious software or a serious vulnerability, the Signing Authority must immediately inform MSC Trustgate.

e. Reporting and Revocation

Subscriber shall promptly cease use of a Certificate and its associated Private Key, and promptly request MSC Trustgate to revoke the Certificate in accordance with section 53 of DSA, in the event that: (a) any information in the Certificate is, or becomes, incorrect or inaccurate, or (b) there is any actual or suspected misuse or Compromise of the Subscriber's Private Key associated with the Public Key in the Certificate.

f. Termination of Use of Certificate:

Subscriber shall promptly cease use of Private Key associated with the Public Key in the Certificate upon revocation of that Certificate.

g. Responsiveness:

Subscriber shall respond to MSC Trustgate's instructions concerning Compromise or Certificate misuse within forty-eight (48) hours.

h. Acknowledgement and Acceptance

Subscriber acknowledges and accepts that MSC Trustgate is entitled to revoke the Certificate immediately if the Applicant violates the terms of the Subscriber Agreement or Terms of Use or if MSC Trustgate discovers that the Certificate is being used to enable criminal activities such as phishing attacks, fraud, or the distribution of malware. With respect to EV Code Signing Certificates used in connection with the services and applications, Subscriber further acknowledges that even though an EV Code Signing Certificate may not be revoked by MSC Trustgate and it may independently determine that the Certificate is malicious or compromised and modify the MSC Trustgate's subscriber experience in the applicable the said services and applications to reflect MSC Trustgate's determination without notice and without regard to the revocation status of the Certificate.

i. Exclusive Domain Control for SSL/TLS Digital Certificate

The Subscriber acknowledges and asserts that s/he has exclusive control of the domain(s) or IP Address listed in the SubjectAltName(s) for which s/he is applying for the SSL/TLS Certificate. Should exclusive control cease for any domain(s), the Subscriber acknowledges that s/he will promptly inform MSC Trustgate in accordance with the obligations of reporting and revocation.

j. Exclusive e-mail Control for SMINE Certificate

The Subscriber acknowledges and asserts that they have exclusive control of the e-mail address for which they are applying for a SMINE Certificate. Should exclusive control cease for any e-mail address(s), the Subscriber acknowledges that they will promptly inform MSC Trustgate in accordance with the obligations of the 'reporting and revocation' under section 4.

k. Key Generation and Usage

Where Key Pairs are generated by the Subscriber or the Certificate Requester, trustworthy systems must be used in order to generate Key Pairs, in which case, the following terms also apply:

- a. For AATL, Document Signing and EV Code Signing Certificate, the Key Pair MUST be generated using a hardware cryptographic device certified with FIPS 140-2 Level 2 or Level 3, Common Criteria (ISO 15408 & ISO 18045) - Protection Profiles CEN prEN 14169, or an equivalent standard;
- b. The Subscriber shall ensure that the Public Key submitted to the MSC Trustgate correctly corresponds to the Private Key used; and
- c. The Key Pair must adhere to the specifications approved by the DSR or the CA/B Forum Baseline Requirements and as mentioned in the CPS.

Where Key Pairs are generated in hardware (as required by the CPS);

- a. The Subscriber must maintain processes, including, without limitation, changing of activation data, that assure that each Private Key within a hardware security module (HSM) or token can be used only with the knowledge and explicit action of the "Certificate Custodian",
- b. The Subscriber must ensure that the Certificate Custodian has received security training appropriate for the purposes for which the Certificate is issued, and
- c. Certificate Custodians undertake to take all reasonable measures necessary to maintain sole control of, keep confidential, and properly protect at all times the Private Key that corresponds to the Public Key to be included in the requested Certificate as well as any associated authentication mechanism to access the key - e.g., password to a token or HSM.

7 Ownership

Except as otherwise set forth herein, all right, title and interest in and to all:

- a. Registered and unregistered trademarks, service marks and logos;
- b. Patents, patent applications, and patentable ideas, inventions, and/or improvements;
- c. Trade secrets, proprietary information, and know-how;
- d. All divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired;
- e. Registered and unregistered copyrights including, without limitation, any forms, images, audio-visual displays, text, software; and
- f. All other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the MSC Trustgate services identified herein (“MSC Trustgate Intellectual Property Rights”) are owned by MSC Trustgate or its licensors, and you agree to make no claim of interest in or ownership of any such MSC Trustgate Intellectual Property Rights.

You acknowledge that no title to the MSC Trustgate Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the MSC Trustgate or its licensors’ service, other than the rights expressly granted in this Subscriber Agreement.

To the extent that you create any Derivative Work (any work that is based upon one or more pre-existing versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such pre-existing works may be recast, transformed or adapted) such Derivative Work shall be owned by MSC Trustgate or its licensors and all rights, title and interest in and to each such Derivative Work shall automatically vest in MSC Trustgate or its licensors.

MSC Trustgate shall have no obligation to grant you any right in any such Derivative Work. You may not reverse engineer, disassemble or decompile the MSC Trustgate Intellectual Property or make any attempt to obtain source code to the MSC Trustgate Intellectual Property. You have the right to use the Certificate under the terms and conditions of this Subscriber Agreement.

8 Modifications to Agreement

Except as otherwise provided in this Subscriber Agreement, you agree, during the term of this Subscriber Agreement, that MSC Trustgate may:

- a. revise the terms and conditions of this Subscriber Agreement; and/or
- b. Change part of the services provided under this Subscriber Agreement at any time. Any such revision or change will be binding and effective thirty (30) days after posting of the revised Subscriber Agreement or change to the service(s) on MSC Trustgate's Web sites, or upon notification to you by e-mail or postal mail.

You agree to periodically review MSC Trustgate's Web sites, including the current version of this Subscriber Agreement available on MSC Trustgate's Web sites, to be aware of any such revisions. If you do not agree with any revision to the Subscriber Agreement, you may terminate this Subscriber Agreement at any time by providing notice to MSC Trustgate.

Notice of your termination will be effective on receipt and processing by MSC Trustgate. Any fees paid by you if you terminate this Subscriber Agreement are **non-refundable**.

By continuing to use MSC Trustgate services after any revision to this Subscriber Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. MSC Trustgate is not bound by, nor should you rely on any representation by:

- a. any agent, representative or employee of any third party that you may use to apply for MSC Trustgate's services; or
- b. In information posted on MSC Trustgate's Web site of a general informational nature. No employee, contractor, agent or representative of MSC Trustgate is authorized to alter or amend the terms and conditions of this Subscriber Agreement.

9 Warranties.

- a. MSC Trustgate warrants to you that:
 - i. There are no errors introduced by MSC Trustgate in your Certificate information as a result of MSC Trustgate's failure to use reasonable care in creating the Certificate;
 - ii. Your Certificate complies in all material respects with the CPS; and
 - iii. MSC Trustgate's revocation services and use of a repository conform to the CPS in all material aspects.
- b. You warrant to MSC Trustgate and anyone who relies on your Certificate that:
 - i. All the information you provide to MSC Trustgate in your Certificate Application is accurate;
 - ii. No Certificate information provided by you (including your e-mail address and etc) shall be false, misleading or infringed the intellectual property rights of any third parties;
 - iii. The Certificate Application information you provided (including your email address) has not been and will not be used for any unlawful purpose;
 - iv. You have been (since the time of its creation) and will remain the only person in control of your private key and no unauthorized person shall have access to your private key;
 - v. You shall (since the time of its creation) remain the only person possessing any challenge phrase), PIN, software, or hardware mechanism protecting your private key and no unauthorized person shall have access to the same;
 - vi. You are using your Certificate exclusively for authorized and legal purposes consistent with this Subscriber Agreement;

- vii. You are using your Certificate as an end-user Subscriber and not as a Certification Authority issuing Certificates, Certification revocation lists, or otherwise;
- viii. each digital signature created using your private key is your digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; and
- ix. You manifest assent to this Subscriber Agreement as a condition of obtaining a Certificate.
- x. You also agree that you will not monitor, interfere with, or reverse engineer the technical implementation of the TTN, except with the prior written approval from MSC Trustgate, and shall not otherwise intentionally compromise the security of the TTN.

10 Disclaimers of Warranties

You agree that your use of MSC Trustgate's service(s) is solely at your own risk. You agree that all such services are provided on an "as is" and as available basis, except as otherwise noted in this subscriber agreement. MSC Trustgate expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. other than the warranties as set forth in the Section 8, MSC Trustgate does not make any warranty that the service will meet your requirements, or that the service will be uninterrupted, timely, secure or error free; nor does MSC Trustgate make any warranty as to the results that may be obtained from the use of the service or to the accuracy or reliability of any information obtained through MSC Trustgate's service you understand and agree that any material and/or data downloaded or otherwise obtained through the use of MSC Trustgate's services is done at your own discretion and risk. no advice or information, whether oral or written, obtained by you from MSC Trustgate or through MSC Trustgate's services shall create any warranty not expressly made herein, and you may not rely on any such information or advice to the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to you. MSC Trustgate is not responsible for and shall have no liability with respect to any products and/or services purchased by you from a third party.

11 Indemnity

You agree to release, indemnify, defend and hold harmless MSC Trustgate and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (i) this Subscriber Agreement or the breach of your warranties, representations and obligations under this Subscriber Agreement, (ii) falsehoods or misrepresentations of fact by you on the Certificate Application, (iii) any intellectual property or other proprietary right of any person or entity, (iv) failure to disclose a material fact on the Certificate Application if the misrepresentation or omission was made negligently or with intent to deceive any party, and (v) failure to protect the private key, or use a trustworthy system, or to take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorized use of the private key under the terms of this Subscriber Agreement. When MSC Trustgate is threatened with suit or sued by a third party, MSC Trustgate may seek written assurances from you concerning your promise to indemnify MSC Trustgate, your failure to provide those assurances may be considered by MSC Trustgate to be a material breach of this Subscriber Agreement. MSC Trustgate shall have the right to participate in any defense by you of a third-

party claim related to your use of any MSC Trustgate services, with counsel of our choice at your own expense. You shall have sole responsibility to defend MSC Trustgate against any claim, but you must receive MSC Trustgate’s prior written consent regarding any related settlement. The terms of this Section 9 will survive any termination or cancellation of this Subscriber Agreement.

12 Limitations of Liability

This Section 10 applies to liability under contract (including breach of warranty), tort (including negligence and/or strict liability), and any other legal or equitable form of claim. If you initiate any claim, action, suit, arbitration, or other proceeding relating to services provided under this Subscriber Agreement, and to the extent permitted by applicable law, MSC Trustgate’s total liability for damages sustained by you and any third party for any use or reliance on a certificate shall be limited, in the aggregate, to the amounts set forth below:

Certificate Type	Liability Caps
AATL Individual Basic	Ringgit Malaysia Thirty Thousand (RM30,000)
AATL Individual Pro	Ringgit Malaysia Forty Thousand (RM40,000)
AATL Organization	Ringgit Malaysia Eighty Thousand (RM80,000)
Document Signing (Medium Assurance)	Ringgit Malaysia Twenty-Five Thousand (RM25,000)
Document Signing for Organization (Medium Assurance)	Ringgit Malaysia Fifty Thousand (RM50,000)
Document Signing (High Assurance)	Ringgit Malaysia Four Hundred Thousand (RM400,000)
MyDigital ID	Ringgit Malaysia Four Hundred Thousand (RM400,000)
SSL Domain Validation (non-public trusted)	Ringgit Malaysia Five Hundred (RM500)
SSL Organization Validation (non-public trusted)	Ringgit Malaysia Fifty Thousand (RM50,000)
S/MIME Mailbox (non-public trusted)	Ringgit Malaysia Five Hundred (RM500)
S/MIME Individual (non-public trusted)	Ringgit Malaysia Ten Thousand (RM10,000)
S/MIME Sponsored (non-public trusted)	Ringgit Malaysia Twenty-Five Thousand (RM25,000)
S/MIME Organization (non-public trusted)	Ringgit Malaysia Fifty Thousand (RM50,000)

The liability limitations provided in this Section 10 shall be the same regardless of the number of digital signatures, transactions, or claims related to such certificate. MSC Trustgate shall not be obligated to pay more than the total liability limitation for each certificate.

13 Fees, Payments and Term of Service

As consideration for the Certificate and associated services you have purchased, you agree to pay MSC Trustgate the applicable service(s) fees set forth on our quotation or Web site at the time of your selection, or, if applicable, upon receipt of your invoice from MSC Trustgate. All fees are due immediately and are non-refundable, except as otherwise expressly noted in this Subscriber Agreement. Any renewal of your services with MSC Trustgate is subject to our then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal. MSC Trustgate will provide you notice prior to the renewal of your services at least thirty (30) days in advance of the renewal date. You are solely responsible for the credit card information you provide to MSC Trustgate and must promptly inform MSC Trustgate of any changes thereto (e.g., change of expiration date or account number). In addition, you are solely responsible for ensuring the services are renewed. MSC Trustgate shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the services. You agree to pay all value added, sales and other taxes related to MSC Trustgate services or payments made by you hereunder. All payments of fees for MSC Trustgate's services shall be made in Ringgit Malaysia (RM) or United States Dollar (USD). Set up fees, if any, will become payable on the applicable effective date for the applicable MSC Trustgate services. You are responsible for notifying MSC Trustgate of the need to purchase additional Certificates with the Copied Certificate Option described herein. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of two (2) percent (2%) per month or the maximum amount allowed by law, whichever is less.

14 Force Majeure

Except for payment and indemnity obligations hereunder, neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, epidemic or pandemic, lockdown or any government restriction, war, armed conflict, terrorist action, labour strike, lockout, boycott, provided that the party relying upon this Section 11 shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 12 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Subscriber Agreement.

15 Import, Export & Re-export

You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your Certificate, to any country in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of Malaysia. MSC Trustgate may be required by law to report to the Malaysian government your company name and address for export reporting purposes.

16 Severability

You agree that the terms of this Subscriber Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Subscriber Agreement; this Subscriber Agreement will be deemed amended to

the extent necessary to make this Subscriber Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

17 Governing Law

You and MSC Trustgate agree that any disputes related to the services provided under this Subscriber Agreement shall be governed in all respects by and construed in accordance with the laws of Malaysia, excluding its conflict of laws rules.

18 Dispute Resolution

Any dispute or disagreement arising between the Parties in connection with the interpretation of any article or provision of this Agreement, or the compliance or noncompliance therewith, or the validity or enforceability thereof, or any other dispute related to this Agreement which is not settled to the mutual satisfaction of the Parties within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either Party informs the other, in writing, that such dispute or disagreement exists, shall be settled by the courts of Malaysia which shall have the exclusive jurisdiction. The Parties agree that this Agreement shall be governed by and be construed in accordance with the laws of Malaysia.

19 Non-Assignment

Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Subscriber Agreement, whether by attachment, levy, garnishment or otherwise, renders this Subscriber Agreement voidable at MSC Trustgate's option.

20 Notices

You will make all notices, demands or requests to MSC Trustgate with respect to this Subscriber Agreement in writing to: MSC Trustgate Sdn. Bhd, Suite 2-9, Level 2, Block 4801 CBD Perdana, Jalan Perdana 63000 Cyberjaya, Selangor Darul Ehsan, Malaysia.

21 Survival

This Subscriber Agreement shall be applicable for as long as the Certificate remains valid, and you have not breached any provision of this Subscriber Agreement.

22 Privacy

You agree that MSC Trustgate may place in your Certificate certain information that you provide for inclusion in your Certificate. You also agree that MSC Trustgate may publish your Certificate and information about its status in MSC Trustgate's repository of Certificate information and make this information available to other repositories.

23 Entire Agreement

This Subscriber Agreement, together with the MSC Trustgate's CPS, constitutes the entire understanding and agreement between MSC Trustgate and you with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between MSC Trustgate and you concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. Section headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning this Subscriber Agreement. Terms and conditions in any purchase orders that are not included in this Subscriber Agreement or that conflict with this Subscriber Agreement is null and void.

24 Fiduciary Duty of Private Key

When MSC Trustgate holds the private key corresponding to a public key listed in a certificate which it has issued, MSC Trustgate shall hold the private key as a fiduciary of the subscriber named in the certificate and may use that private key which subscriber here grant their permission for the said usage.

25 Time

Time whenever mentioned shall be the essence of the agreement.

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