



SUBSCRIBER PARTY AGREEMENT

Supplement to eMudhra Certification Practice Statement

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eMudhra Subscriber Agreement

The Subscriber must read and accept all the terms of this Agreement before applying for, accepting, or using a Digital Signature Certificate (DSC) from e-Mudhra or before applying for opening and maintaining of an e-KYC account with eMudhra for the purpose of using e-Sign services provided by eMudhra and he shall not be entitled to avail and use DSC or entitled to avail e-Sign services, if he does not agree any of the terms of this Agreement. The Subscriber agrees that by submitting application for issuance of DSC or for opening of e-KYC account he shall adhere to all the terms of this Agreement and the Certification Practice Statement (“CPS”) and all other rules and instructions stipulated by e-Mudhra CA from time to time.

Terms of the agreement

1. This Agreement shall become effective immediately upon successful processing of the application by e-Mudhra and the subsequent issuance of the Digital Signature Certificate and shall remain valid till the period the DSC remains valid. In case of opening of an e-KYC account this agreement shall be effective upon opening of the e-KYC account and shall remain valid until validity period of e-KYC account. All payment obligations shall survive any termination or expiration of this Agreement.
2. The fee structure for various types of DSCs /e-Sign have been displayed on the website of e-Mudhra CA and e-Mudhra CA may at its sole discretion make any amendments to it from time to time. The amounts mentioned in the structure are exclusive of Taxes applicable from time to time. The Subscriber shall select the type of DSC/e-Sign and make payment applicable as per the fee structure or any reduced fees as accepted by eMudhra.
3. The Subscriber agrees to provide full information sought by e-Mudhra CA, with the supporting documentary evidence wherever required, for verifying identity and credentials of the Subscriber. The Subscriber undertakes to provide true and correct information and agrees that e-Mudhra CA and any of its authorised persons shall have a right to independently verify the details provided by the Subscriber. The Subscriber further agrees to promptly notify e-Mudhra CA of any change in the information furnished by him while making the application for DSC or for opening e-KYC account.
4. The Subscriber shall indemnify, defend and hold e-Mudhra CA and its representatives harmless from all claims, damages, demands, liabilities, costs and expenses that caused to e-Mudhra CA by reason of false, untrue or incomplete information provided by Subscriber.
5. On revocation of the Digital Signature Certificate, the Subscriber shall no longer be able to use the Certificate again and he shall be required to submit a new application in order to obtain a new certificate and the requisite fees shall accordingly apply. On revocation or termination of

e-KYC account the subscriber shall no longer be able to use the e-KYC account for e-Sign purpose.

6. The subscriber shall be responsible for private key access as defined below:
 - a) The Subscriber shall be the sole owner of the private key installed on the Subscriber's machine or device and shall be solely responsible for the security and protection of the private key unauthorized access and / or use. The Subscriber shall promptly notify e-Mudhra CA in the event there is any incident of compromise of his private key. The Subscriber agrees that neither e-Mudhra nor any of its agents and representatives shall be liable for any loss or consequences caused to the Subscriber on account of any damage to the private key or any unauthorized access and use of private key by a third party.
 - b) The Subscriber shall be the responsible for all the transactions carried out under the e-KYC account created for the purpose e-Sign Services and shall be solely responsible for maintaining confidentiality of the credentials of e-KYC account. The Subscriber shall ensure that these credentials are protected from any unauthorised access and/or use. The Subscriber shall promptly notify e- Mudhra CA in the event there is any incident of compromise of these credentials. The Subscriber agrees that neither e-Mudhra nor any of its agents and representatives shall be liable for any loss or consequences caused to the Subscriber on account of compromise of credentials or any unauthorized access and use of credentials by a third party.
7. The Subscriber hereby authorizes e-Mudhra CA to hold the Private Key as an escrow arrangement on issuance of encryption certificate, which shall, in case, be released or disclosed by e-Mudhra CA to comply with the direction or order of court, tribunal or law enforcement agencies in accordance with applicable legal requirements.
8. The Subscriber is aware of and has voluntarily given his consent for the publication of the DSC on the e-Mudhra website and he is aware that all information that forms part of a DSC may be available to relying parties and/or the general public. The Subscriber agrees that disclosure of any such information by e-Mudhra CA shall not violate any right to confidentiality of the Subscriber.
9. The Subscriber undertakes that he shall not use the DSC / e-Sign certificate issued by e-Mudhra CA for any activity not permitted by law of the country or which is not in the interest of nation.
10. The Subscriber further agrees that he will submit his private key(s) to the CA or Controller of Certifying Authorities ("CCA") in case of any civil, criminal action, penalties or punishments initiated by any third party/government body under various laws and acts, inter alia including the Information Technology Act, 2000 on account of any dispute arising after issuance of Digital Signature Certificate by e-Mudhra.

11. It is agreed by and between the parties that the Information Technology Act 2000, Information technology (certifying authorities) Rules 2000 and Information Technology (certifying authority) Regulations 2001, and any subsequent amendments shall govern all services provided under this Agreement.
12. The Subscriber must read and adhere the terms set forth in the CPS which has been displayed on www.e-mudhra.com, the website of e-Mudhra CA and shall use DSC only in accordance with the terms laid down in CPS. e-Mudhra CA shall be entitled to make amendments to the CPS which shall be updated on the website from time to time. In case, at any time if Subscriber disagrees any term of the CPS he may request Certifying Authority (CA) or Registering Authority (RA) to revoke the DSC/ closure of e-KYC account. The Subscriber shall not have any right to claim compensation, refund of fees or indemnity from e-Mudhra CA and its agents and representatives upon such revocation/ closure.
13. Except as expressly stated in this Agreement e-Mudhra CA disclaims all warranties, express or implied, by operation of law or otherwise, and all products, services and other items are provided "as is" without warranty of any kind. e-Mudhra CA disclaims any implied warranties of merchantability and fitness for a particular purpose as to e- Mudhra products and also disclaims implied warranty of workmanlike quality for services provided by e-Mudhra CA.
14. In no event shall e-Mudhra ca be liable for any personal injury or any indirect, special, exemplary, punitive, consequential or incidental damages whatsoever, including without limitation, damages for loss of profits, loss of data, or any their commercial damages or losses, arising out of or related to the use or inability to use the DSC, however caused, regardless of the theory of liability, whether in contract, tort, product liability or otherwise, and even if e-Mudhra ca has reason to know or has been advised of the possibility of such damages.
15. In no event will the aggregate liability of the e-Mudhra CA to all parties (including the subscriber party) exceed the applicable liability cap for such certificate set forth in the table, below.

Class of Certificate	Liability Cap Per Certificate (in INR)
e-Mudhra Class 1 Certificate	50
e-Mudhra Class 2 Certificate	100
e-Mudhra Class 3 Certificate	500
e-Sign Certificate	100

16. The Subscriber shall indemnify, defend and hold e-Mudhra, Certifying Authorities, Registration Authorities their employees/officers/staff/personnel/representatives/agents from all claims, damages, demands, liabilities, costs and expenses, arising by reason or of any claim of infringement of the intellectual property rights of any third parties or of any claim arising after the issuance of Digital Signature Certificate.

17. All rights, title, and interest, including copyright and patent rights, to any certificate, deliverables, ideas, know-how, inventions, software or documentation, developed or delivered by e-Mudhra to the Subscriber under this Agreement shall be the property of e-Mudhra and the IPR shall stay with e-Mudhra.
18. Neither party shall be in default of any obligation by reason of any failure to perform or delay in performing due to unforeseen circumstances or due to causes beyond such party's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, failure to obtain export licenses or shortages of transportation, facilities, fuel, energy, labour or materials. If the force majeure event continues for a period of more than one month, e- Mudhra shall have the right to terminate the Agreement or undertake such steps as it may deem appropriate.
19. e-Mudhra shall be at liberty to forthwith terminate this Agreement without notice in the event the Subscriber fails to comply with any part of his obligation under this Agreement.
20. This Agreement represents the complete agreement concerning the application for issuance of Digital Signature Certificate/ opening of e-KYC account for e-sign by e-Mudhra and the same may be amended in accordance with the terms laid down in CPS from time to time by e-Mudhra only. The amended version of CPS is published in the e-Mudhra website (www.e-Mudhra.com). If any provision of this Agreement is held to be in contravention of Certification Practice Statement (as amended from time to time) the terms/ provisions of Certification Practice Statement shall prevail.
21. No waiver of any provisions of this Agreement by either party shall be effective unless made in writing. Any waiver of any term or condition of this Agreement shall not be deemed or construed to be a waiver of such term of condition for the future, or any subsequent breach thereof.
22. This Agreement shall be governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Indian courts in Bangalore.
23. To the extent permitted by law, any disputes, claims or controversies arising out of or in any way connected with this agreement, its negotiation, performance, breach, existence, termination or validity shall be resolved by a meeting between the parties attended by individuals with decision making authority regarding the dispute. If the parties are not successful in negotiating a resolution of the dispute within 30 days after such meeting, they must submit the dispute to the Controller of Certifying Authority CCA. Under the IT Act, the Controller of Certifying Authority CCA is authorized to resolve disputes arising out of CA services.
24. If any provision or part of this Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it will be enforced to the maximum extent permissible, and the remainder of this Agreement will remain in full force and effect to

the fullest extent permitted by law and the parties hereto agree to replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect.

25. The headings in this Agreement are for reference purposes only and will not affect the meaning or construction of the terms of this Agreement.
26. The Digital Signature Certificate/ e-Sign issued to the Subscriber is personal to him and he cannot assign or otherwise transfer the Certificate.
27. Rights and obligations under this Agreement, which by their nature should survive or are expressly so stated herein, shall remain in full force and effect notwithstanding any expiry or termination of this Agreement. The invalidity or un-enforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
28. This Agreement, including Certification Practice Statement as amended from time to time, all Annexures, Exhibits and Schedules (if any) forming part of this Agreement or referred to in this Agreement, shall constitute the entire agreement amongst the parties hereto. It shall supersede all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgement or other communication between the parties relating to its subject matter during the term of this Agreement.
29. The Subscriber agrees that he has reviewed carefully the terms and conditions of this Agreement, further the Subscriber covenants that he has understood the terms and their interpretations and voluntarily agrees to accept each and every provision of this Agreement.