

## MAIN PART OF THE SUBSCRIBER AGREEMENT (PART 1 OF 3)

### 1 INTRODUCTION

This document (Part 1), along with the Application Form for Organization certificates (Part 2) and the Certification Practice Statement for Buypass Organization certificates (Part 3) constitutes the Subscriber Agreement for Buypass Organization certificates.

Please refer to the other documents for the technical specifications and details of the Organization certificate's features. For further information please refer to [www.buypass.com](http://www.buypass.com).

This document (the main part of the Subscriber Agreement) constitutes Part 1 of the Subscriber Agreement between the Subscriber and Buypass.

The terms and conditions contained in this document (Part 1) shall apply unless exceptions to one or more of the terms and conditions have been made in the Application Form (Part 2).

The Subscriber may enter into more than one agreement with Buypass for Organization certificates.

### 2 DEFINITIONS

Term	Abbreviation	Description
Application Form (Part 2 of the Subscriber Agreement)		The Application Form contains the information required for applying for Organization certificates.
Certificate Applicant		A person either within or outside the Subscriber's organisation who applies for Organization certificates on behalf of the Subscriber.
Certificate Approver		A person within the Subscriber's organisation who will approve the application of certificates.
Certificate Policy	CP	Named set of rules that indicates the applicability of a Certificate to a particular community and/or class of application with common security requirements.
Certification Practice Statement	CPS	Statement of the practices which a Certificate Authority employs in issuing Certificates (Part 3 of the Subscriber Agreement)
Certificate Signing Request	CSR	An electronic request that contains the Subscriber's Public Key to which the Certificate is to be associated. In this document, a Certificate Signing Request denotes a PKCS#10 formatted request that is submitted by a Subscriber as part of a Certificate Application.
European Business Register	EBR	The European Business Register is a network of National Business Registers and Information Providers in European Countries containing basic data (e.g. Organization name and Organization Number) about legal entities operating in these countries. EBR includes the Norwegian Central Coordinating Register for Legal Entities ("Enhetsregisteret").

Term	Abbreviation	Description
Organization Certificate		Public Key of a user, together with other information, rendered unforgeable by encipherment with the Private Key of the certificate authority which issued it. In this document the term is used synonymously with Buypass Organization Certificate.
Organization Number		Unique enterprise identification number as registered in EBR.
Private key		The key of a key pair that is kept secret by the holder of the key pair, and that is used to create Digital Signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.
Public key		The key of a key pair that MAY be publicly disclosed by the holder of the corresponding Private Key and that is used by a Relying Party to verify Digital Signatures created with the holder's corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder's corresponding Private Key.
Revocation		Revocation of an Organization certificate during its lifetime, i.e. when the Organization certificate is no longer valid for some reason and must no longer be used.
Subscriber		The Organization to whom an Organization certificate has been issued by Buypass and who is authorised to use the private key corresponding to the public key within the Organization certificate.

### 3 AGREEMENT PROCESS

Subscribers must apply for Organization Certificates using the Application Form for Buypass Organization Certificates.

Upon receipt of the certificate application Buypass will ask the Subscriber to confirm the authority of the Certificate Approver to approve the issuance of the Organization Certificate on behalf of the Subscriber. Buypass will ask the Certificate Approver to authorize the issuance of the Certificate.

Buypass will verify the contents upon receipt of the Application Form. The verifications are described in Part 3 of the Subscriber Agreement.

The Subscriber shall inform the Certificate Approver and the Certificate Applicant about obligations incurred by the Subscriber under the CP and Subscriber Agreement.

### 4 THE SUBSCRIBER'S RESPONSIBILITIES AND RIGHTS

#### 4.1 Introduction

Organization certificates are inseparably linked to the Organization named in the Certificate. The Subscriber is responsible for ensuring that Organization certificates are not misused by the Subscriber's representatives. The Subscriber is also responsible for ensuring that Organization certificates are used in accordance with current legislation and the terms and conditions contained in this document.

#### 4.2 Applying for Organization certificates

Prior to applying the Subscriber will need to have the private and the public key generated. The public key is included in the application. The Subscriber shall undertake to keep and protect his private key in a suitable manner at all times.

The Subscriber shall also undertake to provide complete and correct information in the application. This shall also apply when Buypass requests additional information or documentation during validation of the application.

The Subscriber shall undertake to inform Buypass immediately if the information provided is no longer correct.

#### **4.3 Installation and use of Organization certificates by the Subscriber**

The Subscriber shall verify that the contents in the Organization certificate are correct prior to installation and use. The Subscriber must notify Buypass immediately if there are any errors in the contents. The contents in the Organization certificate are accepted upon installation. Regardless of this the Subscriber must notify Buypass if any errors in the contents are detected after installation.

Unless the Subscriber has reported errors in the contents, Buypass shall consider the Organization certificate to be accepted 14 days after the issuance date.

Organization certificates and their corresponding private keys which are issued under this agreement may only be installed on servers controlled by the Subscriber. The Organization certificate should not be installed on equipment which is not under the control of the Subscriber.

The Subscriber shall be fully liable for ensuring that the Organization certificate is installed and protected so that only the Subscriber's representatives can manage the private key and the Organization certificate. The Subscriber shall implement reasonable measures to prevent any unauthorised use of the private key.

#### **4.4 Revoking Organization certificates**

If the Subscriber knows, or has reason to believe, or should have understood that any unauthorised persons have acquired knowledge about the private key, the Subscriber shall immediately take steps to revoke the Organization certificate. The Organization certificate shall be revoked in the event of loss, misuse or suspected misuse. Failure to do so shall be regarded as coarse negligence.

The Organization certificate shall also be revoked if the information in the certificate is incorrect or inaccurate.

Subscribers can submit revocation requests to Buypass' revocation service by phone or by contacting the revocation service on [www.buypass.com](http://www.buypass.com). The physical persons assigned the roles of Certificate Approver or Certificate Applicant may request certificate revocation on behalf of the Subscriber.

The Subscriber shall stop using the private key immediately when:

- the information in the Organization certificate is incorrect or invalid
- it is suspected or demonstrated that the private key has been subject to misuse or has been compromised
- the Organization certificate has been revoked

If it is suspected or demonstrated that the private key has been subject to misuse or has been compromised, the Subscriber shall immediately comply with Buypass' instructions on the use of private keys and Organization certificates.

The loss of a private key implies that the Subscriber must apply for a new Organization certificate.

### **5 BUYPASS' RESPONSIBILITIES AND RIGHTS**

#### **5.5 Storing Subscriber information**

The Subscriber shall consent to allow Buypass to store and process any information provided by the Subscriber. Such information will not be used without the consent of the Subscriber for any purpose apart from essential communications with the Subscriber or for the production of services under this Subscriber Agreement.

#### **5.6 Buypass' liability**

Buypass' entire liability for damages relating to the use of Organization certificates issued by Buypass is set out in the CPS in force from time to time for Buypass Organization Certificates (Part 3 of the Subscriber Agreement). Buypass shall have no additional liability under this Subscriber Agreement.

#### **5.7 Revoking Organization certificates**

Buypass may decide to revoke an Organization certificate if the Subscriber fails to comply with the terms and conditions contained in this agreement or if the certificate is used for illegal activities such as phishing or fraud, or is otherwise misused.

## 6 DURATION OF THE SUBSCRIBER AGREEMENT

The Subscriber Agreement shall remain valid for as long as the Organization certificates subject to this agreement are valid or until they are revoked. The Subscriber shall be responsible for applying for new Organization certificates before his active Organization certificates expire.

If the Subscriber defaults on his commitments under the Subscriber Agreement and fails to rectify the situation within a reasonable deadline determined by Buypass, Buypass may cancel the Subscriber Agreement with immediate effect. If default is such that it cannot be rectified, Buypass may cancel the Subscriber Agreement with immediate effect. In the event of such cancellation of the Subscriber Agreement, the Organization certificates subject to this agreement will be revoked.

Buypass may amend the contents of Part 3 of the Subscriber Agreement (CPS) by publishing an updated CPS on [www.buypass.com](http://www.buypass.com). The new CPS shall then apply whenever the Organization certificates are used after publication of the new CPS.

## 7 LEGAL VENUE AND GOVERNING LAW

If any disagreements arise between the parties about the interpretation or legal effects of this agreement, the parties shall initially try to reach agreement amicably through negotiations and/or mediation.

If a dispute cannot be resolved through negotiations or mediation, either of the parties may submit the dispute for final resolution by the ordinary courts of Norway. Both parties submit to the exclusive jurisdiction and venue of the courts of Oslo, Norway.

This agreement, as well as the relationship between the Subscriber and Buypass, is regulated by Norwegian law, without regard to its choice of law principles.

## 8 FORCE MAJEURE

Should any extraordinary situation arise which is beyond the control of the parties and which makes it impossible to comply with this agreement and which under Norwegian law is regarded as force majeure, the other contracting party shall be notified without undue delay. The obligations of the affected party shall be suspended for the duration of the extraordinary situation concerned. The other party's corresponding services shall be suspended during the same period.

## 9 CONTACT DETAILS FOR BUYPASS

Buypass AS  
Post-box 4364 Nydalen  
Nydalsveien 30  
N-0402 Oslo

see [www.buypass.com](http://www.buypass.com)

Buypass' Certificate Revocation Service:  
see [www.buypass.com](http://www.buypass.com)

Customer services:  
see [www.buypass.com](http://www.buypass.com)